

PARTICIPATING ADDENDUM



PARKS AND RECREATION EQUIPMENT AND RELATED SERVICES

Administered by the State of Oregon
(hereinafter "Lead State")

MASTER AGREEMENT #6486

PS Commercial Play LLC dba Play and Park Structures
(hereinafter "Contractor")

and
State of Arkansas
(hereinafter "Participating State")

1. **SCOPE:** This addendum covers the NASPO ValuePoint Parks and Recreation Equipment and Related Services led by the State of Oregon for use by state agencies and other entities located in the State of Arkansas as authorized by Arkansas state statutes to utilize this cooperative contract. The following goods or services are included in this Addendum:

- *All goods and accessories listed on the contractor page of the NASPO ValuePoint website.*
- *Product modifications.*
- *Installation services.*

2. **PARTICIPATION:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Arkansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a participating entity, that purchase products or services will be treated as if they were Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

The following modifications or additions apply only to actions and relationships within the Participating Entity. Participating

a. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased.

Contractor should invoice the ordering agency by an itemized list of charges. The purchase order number and/or contract number should be referenced on each invoice. All invoices should be forwarded to the address that is specified on the agency's purchase order.

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 invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor 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 date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

b. **Purchase Order Instructions:** All participating entities issuing a valid purchase order will be bound by the terms and conditions of the NASPO ValuePoint Master Agreement including, without limitation, the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the NASPO ValuePoint Master Agreement.

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c. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the NASPO ValuePoint contract #6486, agency name, address, name of contact person and phone number.

d. Reporting: The contractor agrees to provide a usage reports to the Arkansas primary contact within twenty (20) days after receipt of request. Reports should include the following data: agency name, product description and total price.

e. Record Retention: The contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee 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.

f. Monthly Service and Set-up Fees: The State of Arkansas will not pay monthly service or set-up fees to use the contractor's services.

g. Taxes: Personal Property tax will not be charged to Arkansas state agencies.

h. Cancellation: The State may cancel this Participating Addendum by giving the contractor and NASPO ValuePoint written notice of such cancellation thirty (30) days prior to the date of cancellation.

i. Governing Law: The laws of the State of Arkansas shall govern this agreement.

j. Venue and Jurisdiction: Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas.

k. Sovereign Immunity: Nothing under this Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

5. LEASE AGREEMENTS: Lease agreements will not be a part of this Master Agreement.

6. SUBCONTRACTORS: All contractor's distributors, dealers and/or resellers authorized in the State of Arkansas, as shown on the dedicated contractor's NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. All contractor's distributors, dealers and/or resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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.

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8. CONSTRUCTION / INSTALLATION SERVICES: Eligible customer may determine if they want to use installation, site work and/or repair services as part of this agreement through an authorized service provider. The dealer must meet all the requirements given by the manufacturer for installation and/or services. Before services are performed the eligible customer will submit a detailed scope of work for the services requested. After reviewing the scope of work, the authorized dealer must provide a quote to the eligible customer detailing all costs. The eligible customer must approve cost and timeline before any services are provided. Charges for services are not to exceed 10% of the cost of the equipment being installed.

Should the purchase of the equipment includes installation services and the amount for both the equipment and installation exceeds the sum of twenty thousand (\$20,000.00), the eligible customer must contact DFA – Division of Building Authority at 501-682-1833.

9. PRIMARY CONTACTS: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: PS Commercial Play, LLC dba Play and Park Structures

Contact Person	Matt Mitchell, Contract Administrator
Address	401 Chestnut Street, Suite 410 Chattanooga, TN 37402
Telephone	423-425-3165
Fax	423-648-5572
E-mail	mmitchell@playandpark.com

Participating Entity: State of Arkansas – Office of State Procurement

Contact Person	Julia Shackelford, CPPB
Address	1509 W. 7 th Street, Suite 300 Little Rock, Arkansas 72201
Telephone	501-371-6079
Fax	501-324-9311
E-mail	julia.shackelford@dfa.arkansas.gov

Lead State: State of Oregon – Department of Administrative Services, Procurement Services

Contact Person	Shirley A. Smith, CPPB
Address	1225 Ferry Street, SE Salem, Oregon 97301
Telephone	503-379-5395
Fax	503-373-1626
E-mail	shirley.smith@oregon.gov

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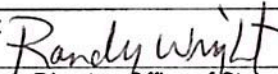
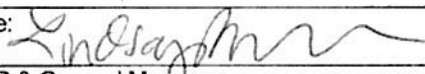
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This Participating Addendum and the Master Agreement #6486 (administered by the State of Oregon) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall 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: PS Commercial Play, LLC dba: Play and Park Structures
Printed Name: Randy Wright	Printed Name: Lindsay Richardson
Signature: 	Signature: 
Title: Deputy Director, Office of State Procurement	Title: SVP & General Manager
Date: 3/29/17	Date: 3/7/17

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org