

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

MASTER AGREEMENT

E.F. Johnson, Inc.
(hereinafter "Contractor")

And

State of Arkansas
Contract No: 4600036565
(hereinafter "Participating State")

Page 1 of 6

1. **Scope:** This addendum covers purchases from the Public Safety Communication Equipment contracts 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. This contract authorizes E.F. Johnson, Inc. to provide public safety communication equipment in the following categories:

Category: Radios

Subcategory: Portable, Dual-Band

Subcategory: Portable, Single-Band tier I

Subcategory: Portable, Single-Band tier II

Subcategory: Portable, Single-Band tier III

Subcategory: Mobile, Single-Band tier I

Subcategory: Mobile, Single-Band tier II

Subcategory: Desktop, Single-Band tier I

Subcategory: Desktop, Single-Band tier II

Category: Base Station/Repeaters, Single-Band tier II

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 this agreement.
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 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.

4. Participating State Modifications or Additions to Master Agreement:

- A. Orders and payment **shall** be submitted directly to E.F. Johnson, Inc. authorized resellers approved by E.F. Johnson, 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 the reseller 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 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 E.F. Johnson, 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. 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 agreement 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 contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
- H. CONFIDENTIAL INFORMATION **shall** only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act. Ark Code Ann.§ 25-19-105).
- I. The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement 06913 (pg. 41, 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.

5. Lease Agreements: Leasing **shall not** be permissible under this contract.

6. Subcontractors: The following contractor dealers and resellers are authorized by the State of Arkansas, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO- ValuePoint (formerly WSCA-NASPO) Master Price Agreement. The Contractor dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subject to the minimum discounts set forth in the Master Agreement, Participating Entity acknowledges that Contractor cannot dictate or control a reseller's pricing to Participating Entity, and that such pricing **shall** be separately negotiated and agreed between Participating Entity and the applicable authorized resellers:

- A. Bolin Communications, Inc. DBA: Procomm Systems
- B. MJ Communications, Inc.
- C. Paragould Communications, Inc.
- D. Radio Communications Center
- E. Smith Two-Way Radio, Inc.
- F. White Tiger Enterprises Inc. DBA Antioch Electronics

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 Participating Entity, that purchases products/services **shall** be treated as if they were Individual Customers. Except to the extent modified by a 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 or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

9. **Primary Contacts**

Lead State	Name	Neva Peckham
	Address	1500 SE Jefferson Street
	City, State Zip	Olympia, WA 98504
	Telephone	360-407-9411
	E-mail	neva.peckham@des.wa.gov

NASPO ValuePoint	Name	Tim Hay
	Address	201 East Main St, Suite 1405
	City, State Zip	Lexington, KY 40607
	Telephone	503-428-5705
	E-mail	thay@wsca-naspo.org

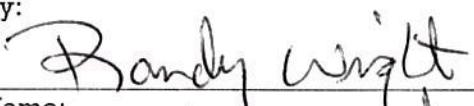
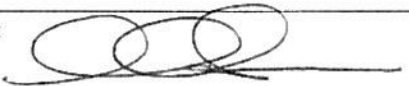
Contractor	Name	Ryan Wray
	Address	1440 Corporate Drive
	City, State Zip	Irving, TX 75038
	Telephone	972-819-2394
	E-mail	rwray@efji.com

State of Arkansas	Name	Terrance Farmer
	Address	1509 W 7th St 3rd Floor
	City, State Zip	Little Rock, AR 72201
	Telephone	501-371-6156
	E-mail	Terrance.Farmer@dfa.arkansas.gov

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 Service Contract 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 Entity.

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: Duane Anderson
Title: Asst. Admin.	Title: CFO
Date: 1/14/16	Date: 12-29-2015

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