

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM**  
**Software Value Added Reseller (SVAR)**  
**Administered by the State of Arizona**  
**(hereinafter "Lead State")**  
**MASTER AGREEMENT**  
Master Agreement No: ADSPO16-130651  
SHI International Corp.  
(hereinafter "Contractor" or "Contract Vendor")  
and  
State of Arkansas  
Contract No: 4600038769 SP-16-0197  
(hereinafter "Participating State/Entity")

**1. Scope:**

This addendum (the "Addendum" or the "Agreement") covers the NASPO *Software Value Added Reseller* contract # ADSPO16-130651 led by the State of Arizona for use by state agencies and other entities located in the Participating State/Entity that are authorized by that state's statutes to utilize state/entity contracts, and which receives prior written approval of the State's Chief Procurement Official.

**2. Participation:**

All eligible purchasers ("Purchasing Entity" or "Participating Entity") 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 or Addendum); 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 Arizona Master Agreement No. ADSPO 16-130651.
- B. Arizona Master Agreement No. ADSPO 16-130651 (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. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor shall become a part of this Agreement as to the products and services listed on the ordering document only. 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, unless such terms are referenced in the Master Agreement.

**4. Participating State Modifications or Additions to Master Agreement:**

These modifications or additions apply only to actions and relationships with the Participating State/Entity.

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- A. **Reporting.** 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) Baseline Price
  - 10) Discount Applied
  - 11) Discount Unit Price
  - 12) Quantity
  - 13) Total Price
- B. **Payments.** Payments will 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 may 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 §19-11-224. The Purchasing Entity **shall** make a good-faith effort to pay within thirty (30) days after the date of invoice. The State **shall** have the right to dispute billed goods and services and withhold payment for those goods or services in dispute. Interest **shall not** be charged on disputed amounts while in dispute.
- C. **Records.** Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.
- D. **Governing Law.** 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.
- E. **Travel Expenses.** Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State. Approved expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.
- F. **Cancellation.** In the event the State of Arkansas or Purchasing Entity no longer needs the service or commodity specified in the contract or purchase order due to lack of funds appropriated for this purpose, the State or Purchasing Entity may cancel the contract or purchase order, by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. The Contractor may be reimbursed for the price of any commodities or services already delivered under the contract or purchase order by filing a claim with the Arkansas Claims Commission if the Purchasing Entity has no appropriated funds available to pay such claim.

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- G. **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.
- H. **Contingent Fee.** The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
- I. **Disclosure.** Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor must submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this Addendum. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the State.
- J. **For Services Only:**
- **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov) or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor must submit a written statement to that effect.
  - **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants. The Contractor must certify online at [www.arkansas.gov/dfa/procurement](http://www.arkansas.gov/dfa/procurement) that the Contractor does not employ or contract with any illegal immigrant prior to entering into this Addendum.
  - **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.
- K. **Leasing.** Leasing **shall not** be authorized under this Participating Addendum.
- L. **Value Added Services.** The Contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:
- It is of no cost to the purchasing entity;
  - Services are linked to items the entity has purchased through a current or past transaction.

**5. Purchase Order Instructions:**

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All purchase orders issued by Purchasing Entities within the jurisdiction of this participating addendum **shall** include the following:

- A. Arizona Master Agreement number **ADSPO 16-130651**
- B. State contract number **SP-16-0197 4600038769**
- C. Agency Name, Address, Contact, and Phone-Number
- D. IT procurement and/or other applicable approvals
- E. Orders shall be made out to the Contractor or Reseller

Purchasing Entities **shall not** be required by the Contractor or its subcontractors to sign any additional terms and conditions when utilizing this Agreement.

**6. Subcontractors:**

All dealers and resellers authorized in the State of Arizona, as shown on the dedicated SHI NASPO website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The SHI dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**7. 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 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 or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

**8. 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.

**9. Terms:**

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

**10. Primary Contacts:**

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

<b>Lead State Arizona</b>	Name	Charlotte Righetti
	Address	
	Telephone	602-542-9127
	E-mail	charlotte.righetti@azdoa.gov
<b>NASPO</b>	Name	Ted Fosket
	Address	
	Telephone	907-723-3360
	E-mail	tfosket@naspovaluepoint.org
<b>Contractor SHI</b>	Name	David Rounds

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	Address	SHI International Corp. 1301 South Mo-Pac Expressway Suite 375 Austin, Texas 78746
	Telephone	512-732-8024
	Mobile	512-413-3714
	Fax	888-394-5322
	E-mail	David_Rounds@shi.com
<b>Participating Entity Arkansas</b>	Name	Shane Phillips
	Address	1509 West 7 <sup>th</sup> Street, 3 <sup>rd</sup> Floor Little Rock, Arkansas 72201
	Telephone	501-324-9322
	E-mail	Jordan.Phillips@dfa.arkansas.gov

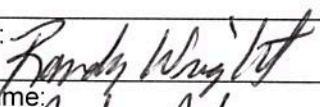


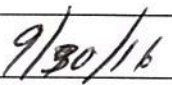
The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.



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This Participating Addendum and the Master Agreement number ADSPO16-130651 administered by the State of Arizona together with its exhibits (including any terms referenced in the Master Agreement) , 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 Master Agreement, together with its exhibits, shall 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 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: Arkansas	Contractor: SHI
By: 	By: 
Name: 	Name: Natalie Slowik
Title:	Title: Senior Manager – Contracts & RFPs
Date: 	Date: 9/28/16