PARTICIPATING ADDENDUM

NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM NAME

Public Safety Communications Products, Services, & Solutions

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

Master Agreement No: 00318

Valmont Telecommunications Corporation
(hereinafter "Contractor")
and
State of Arkansas
(hereinafter "Participating State")
Contract No: 4600056193

A. SCOPE:

This Participating Addendum (PA) covers the NASPO, ValuePoint. contract for Public Safety Communications Products, Services, and Solutions administered by the Lead Entity for use by Participating State agencies and other entities located in the State of Arkansas as authorized by Arkansas Procurement Law to utilize cooperative contracts.

The following products or services are included in this contract portfolio:

Valmont Structures has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

12.4 Towers: Guyed
12.5 Towers: Guyed, Light
12.6 Towers: Lattice
12.7 Towers: Lattice, Light
12.8 Towers: Monopole
12.9 Towers: Passive Microwave Repeater

B. PARTICIPATION:

All state agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities) of the Participating State are considered Eligible Purchasers and are authorized to purchase products and services under the terms and conditions of this PA.

C. INDIVIDUAL CUSTOMER:

Each Eligible Purchaser that purchases from the Master Agreement ("Purchasing Entity") shall be treated as if they were individual customers. Except to the extent modified by the PA, each Purchasing Entity will 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 Participating State has in the Master Agreement and this PA. Each Purchasing Entity shall be responsible for their own charges, fees, and liabilities. Each Purchasing Entity 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 Purchasing Entity individually.

D. ACCESS TO CLOUD PRODUCTS AND SERVICES REQUIRE DIS APPROVAL:

Unless otherwise stipulated in this PA, cloud products and services accessed through this PA by State executive branch agencies are subject to the authority and prior approval of the Arkansas Department of Transformation and Shared Services Division of Information Systems.

E. CLOUD PRODUCTS AND SERVICES:

All servers and data associated with the Arkansas instance of the Contractor provided cloud products and services must reside in the continental United States. The Contractor shall perform all work on the cloud products and services from within the continental United States of America. The cloud products and services must not be accessed from outside of the U.S.

F. ORDER OF PRECEDENCE:

1. Participating State's PA; the Participating State's PA does 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 the Lead State's Master Agreement.
2. Lead State's Master Agreement (includes negotiated terms & conditions)
3. The solicitation including all addenda; and
4. The 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 PA 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).

G. VENDOR REGISTRATION:

To receive payment, the Contractor must register online at ark.org/vendor/index.html.

H. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Purchasing Entity. The Participating 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 Purchasing Entity as to the commodities and/or services purchased, rented, or leased. Contractors should invoice the Purchasing Entity by an itemized list of charges. The purchase order number, contract number, or both, as applicable, should be referenced on each invoice.

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 will make a good-faith effort to pay within thirty (30) days after the date of invoice. The Participating State shall have the right to dispute billed commodities or services and withhold payment for those commodities or services that are in dispute. Interest shall not be charged on disputed amounts while in dispute.

The Contractor shall ensure that all invoices are sent directly to the Purchasing Entity that purchased products from them.

All invoices should be forwarded to:

Purchasing Entity Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

I. PURCHASE ORDER INSTRUCTIONS:

All Purchasing Entities issuing valid purchase orders within the jurisdiction of this PA should include the following:

1. NASPO ValuePoint Cooperative Purchasing Master Agreement 00318
2. Participating State contract number **4600056193**
3. Purchasing Entity name, address, contact, email, and phone number
4. Applicable approvals
5. Orders shall be made out to the Contractor or reseller

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

J. ACH PAYMENTS

All payments made to the Contractor by a state agency shall be made exclusively through ACH (Automated Clearing House) direct deposit. The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Purchasing Entity. The Purchasing Entity will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

K. CONVENIENCE FEE:

1. Convenience Fee

   Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this PA. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees, and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

   Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

2. Quarterly Reporting and Fee Remittance

   Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter

b. Purchasing entity

c. Total of Convenience Fee amount due

d. Such other information as the State may reasonably request

e. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

3. Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

4. Retention and Inspection of Records

The Contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

L. RECORD RETENTION:

Financial and accounting records relevant to State of Arkansas transactions under this PA 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 PA 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.

M. GOVERNING LAW:

The laws of the State of Arkansas shall govern this PA. Nothing under this PA or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.

N. VENUE AND JURISDICTION:

Venue for any claim, dispute, or action concerning an order placed against the contract shall be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly.

O. TAXES:

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

P. 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.

Q. SOFTWARE TERMS AND CONDITIONS:

Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

R. CANCELLATION:

1. **For Convenience.** The State may cancel this PA for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

2. **For Cause.** The State may cancel this PA for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the PA and will provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the PA to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

3. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

S. INDEMNIFICATION:

The following indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement.

INDEMNIFICATION - The Contractor shall be fully liable for the actions of its agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorney's fees arising from or relating to personal injury and damage to real or personal property, alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, and subcontractors. Language in this clause shall not be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, shall be brought before the Arkansas State Claims Commission as provided by Arkansas law, and shall be governed accordingly. 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.

T. 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.

U. 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.

V. DISCLOSURE AND CERTIFICATIONS:

1. DISCLOSURE

   Under Arkansas law, the Office of State Procurement (OSP) is required to have a copy of Governor's Executive Order (EO 98-04) Disclosure Form on file for the Contractor. The Contractor shall submit the disclosure form prior to entering into this PA. Failure to make any disclosure required by EO 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 PA. 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 Participating State.

2. RESTRICTION OF BOYCOTT OF ISRAEL

   Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.

3. RESTRICTION OF ENERGY, FOSSIL FUEL, FIREARMS, AND AMMUNITION INDUSTRIES

   Pursuant to Arkansas Code Annotated § 25-1-1102, a public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract.

4. RESTRICTION OF SCRUTINIZED COMPANIES

   Pursuant to Arkansas Code Annotated § 25-1-1203, a state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor.

5. EQUAL OPPORTUNITY POLICY

   In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement is required to have a copy of the Contractor’s Equal Opportunity (EO) Policy prior to entering into this PA. The submission of an EO Policy is a one-time requirement. The Contractor is responsible for providing updates or changes to its policy, and for supplying EO Policies upon request to other Participating Entities that must also comply with this statute. If the Contractor is not

required by law to have an EO Policy, the Contractor must submit a written statement to that effect.

6. 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 is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

W. TECHNOLOGY ACCESS:

When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
6. Integrating into networks used to share communications among employees, program participants, and the public.
7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

State agencies cannot claim a product as a whole is not reasonably available because no

product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2019.

If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

X. SHARED TECHNICAL ARCHITECTURE:

Solutions must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed by visiting https://www.transform.ar.gov/information-systems/policies-standards/ and https://www.transform.ar.gov/information-systems/policies-standards/standards/. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

Y. PERFORMANCE STANDARDS (FOR SERVICES ONLY):

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.

Z. LEASING:

Leasing **shall not** be authorized under this PA.

AA. 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**.**

BB. SUBCONTRACTORS:

The Contractor may use subcontractors; however, the Contractor will be responsible for any agreements with the subcontractors. The Participating State and Purchasing Entity are not agreeing to and is not responsible for any terms and conditions with a subcontractor. The following subcontractors are authorized to provide commodity delivery and services:

Subcontractor	Contact Name	Email	Phone
To be provided			

Subcontractors may be updated by mutual agreement.

CC. ORDERS:

Any order placed by a Participating State or Purchasing Entity for a commodity, service, or both 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.

DD. TERMS:

The Participating State and Purchasing Entity are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

EE. PRIMARY CONTACTS:

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

Lead Entity	
Name:	State of Washington
Contact Person:	Julie Aalberg
Address:	
Telephone:	360-490-1608
E-Mail:	julie.aalberg@des.wa.gov

Contractor	
Name:	Valmont Telecommunications Corporation
Contact Person:	Tom Bjorklund
Address:	3575 25th St SE Salem, OR 97302
Telephone:	503-589-6608
E-Mail:	thomas.bjorklund@valmont.com

Arkansas Contact

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Name:	State of Arkansas Department of Transformation & Shared Services, Office of State Procurement
Contact Person:	Hanan Malak
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9316
E-Mail:	Hanan.Malak@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 PA.

By signing this PA, the Contractor represents, warrants, and certifies that they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of a contract resulting from this PA:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a contractor.

The Contractor further represents, warrants, and certifies that it shall not become a Scrutinized Company during the aggregate term of a contract resulting from this PA.

This PA and the Master Agreement number 00318 (administered by the State of Washington) 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 PA and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this PA 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 PA 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 PA as of the date of execution by both parties below.

Participating State: Arkansas	Contractor: Valmont Telecommunications, inc.
Signature: Jessica Patterson	Signature: Tom Bjorklund
Name: Jessica Patterson	Name:Tom Bjorklund
Title: State Procurement Director	Title: PA Supervisor
Date: 4/29/2025	Date: 4/18/25