PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015861

PlayCore Wisconsin, Inc. DBA GameTime
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. **SCOPE**:
This participating addendum (PA) covers the NASPO ValuePoint contract for Parks and Recreation Equipment and Installation administered by the Lead Entity for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

Items under an Arkansas State Mandatory contract **shall not** be purchased by State agencies through this cooperative contract.

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 under the terms and conditions of this participating addendum.

3. **INDIVIDUAL CUSTOMER**:
Each state agency and political subdivision, as a Participating Entity, that purchase products/services **shall** be treated as if they are 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 State has in the Master Agreement and this Participating Addendum. 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.

4. **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 the Lead State's Master Agreement.
   B. Lead State's 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 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).

5. **PAYMENTS AND INVOICE PROVISIONS**:
Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. 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 ordering agency as to the goods and/or services purchased, rented or leased. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment should 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 may 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 Purchasing Entity will 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 ("P-Card"). The State **shall** have the right to dispute billed goods or services and withhold payment for those goods or services that are in dispute. Interest **shall not** be charged on disputed amounts while in dispute.

Contractor **shall** ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased products from them.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

6. **PURCHASE ORDER INSTRUCTIONS**:
All Participating Entities issuing valid purchase orders within the jurisdiction of this Participating Addendum should include the following:

A. NASPO ValuePoint Master Agreement number PO-10700-00015861
B. State contract number 4600053243
C. Agency Name, Address, Contact, and Phone-Number
D. Applicable approvals
E. 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 Agreement.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015861

PlayCore Wisconsin, Inc. DBA GameTime
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

The parties acknowledge and agree that orders submitted to the Contractor from a Participating Entity through the Participating Entity's business P-Card are authorized purchase orders under the NASPO ValuePoint Master Agreement PO-10700-00015861.

7. **CONVENIENCE FEE:**

A. Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to the 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 Participating Addendum. 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.

B. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to the 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:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. 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.

C. 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.

D. 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.

8. **RECORD RETENTION**:
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.

9. **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 to sovereign immunity.

10. **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.

11. **TAXES**:
Personal Property tax will not be charged to Arkansas state agencies.

12. **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.

13. **CANCELLATION**:
A. **For Convenience.** The State may cancel this Agreement for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation. In the event of termination of this Agreement for convenience, Contractor shall be paid the applicable contract value for all compliant completed increments of Work and Work in progress. Once manufacturing of goods required for the Work commences, goods may only be canceled with Contractor's consent on terms that indemnify Contractor against loss. Completed "manufactured-for-project" goods shall not be canceled.

B. **For Cause.** The State may cancel this Agreement 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 Agreement and 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 Agreement 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.

C. 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 Claims Commission under the laws and regulations governing the filing of such claims.

14. **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 and 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 reasonable attorney's fees arising from or related to personal injury and damage to real or personal property, alleged to be caused in whole or in part by the Contractor, its agents, or employees, partners, and subcontractors, but only to the extent of the negligent acts or omissions of Contractor or anyone for whom they are liable. 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.

15. **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.

16. **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.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015861

PlayCore Wisconsin, Inc. DBA GameTime
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

17. **DISCLOSURE**:
Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** 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 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 State.

18. **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. By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

19. **VENDOR REGISTRATION:**
In order to receive payment, Contractor **must** register online at https://www.ark.org/vendor/index.html

20. **FOR SERVICE CONTRACTS ONLY:**
    A. **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 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.

    B. **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.

    By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

    C. **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.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015861

PlayCore Wisconsin, Inc. DBA GameTime
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

21. **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 Arkansas law.

22. **PRIMARY CONTACTS**:
The primary contacts for this participating addendum are as follows (or their named successors):

Lead Entity

Name:	NASPO ValuePoint – State of Oregon
Contact Person:	Kaliska King
Address:	1225 Ferry St SE Salem, OR 97301
Telephone:	503-798-1907
E-Mail:	kaliska.king@das.oregon.gov

Contractor

Company Name:	PlayCore Wisconsin, Inc. DBA GameTime
Contact Person:	Clint Whiteside
Address:	150 PlayCore Dr SE Fort Payne, AL 35967
Telephone:	(256) 638-5914
E-Mail:	Clint.Whiteside@gametime.com

Arkansas Contact

Company Name:	State of Arkansas Department of Transformation & Shared Services, Office of State Procurement
Contact Person	Cyndle Jump
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9314
E-Mail:	Cyndle.Jump@arkansas.gov

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015861

PlayCore Wisconsin, Inc. DBA GameTime
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

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 Master Agreement PO-10700-00015861 administered by the State of Oregon, 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 or the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Participating 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 Participating 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: PlayCore Wisconsin, Inc. DBA GameTime
By:	By:
Name: Edward Armstrong	Name: Clint Whiteside
Title: Director Department of Transformation and Shared Services, Office of State Procurement	Title: Director of Sales Administration
Date: 9/6/23	Date: 08/25/23

Arkansas_PlayCore Wisconsin NASPO PA_CW sign2

Final Audit Report 2023-08-25

Created:	2023-08-25
By:	Stacey Grupenhagen (Stacey.Grupenhagen@gametime.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVttoYUmyo3OiRn1PHYY9Epc9ep4TuTy8

"Arkansas_PlayCore Wisconsin NASPO PA_CW sign2" History

Document created by Stacey Grupenhagen (Stacey.Grupenhagen@gametime.com)
2023-08-25 - 5:12:39 PM GMT

Document emailed to Clint Whiteside (clint.whiteside@gametime.com) for signature
2023-08-25 - 5:13:32 PM GMT

Email viewed by Clint Whiteside (clint.whiteside@gametime.com)
2023-08-25 - 6:40:03 PM GMT

Document e-signed by Clint Whiteside (clint.whiteside@gametime.com)
Signature Date: 2023-08-25 - 6:40:11 PM GMT - Time Source: server

Agreement completed.
2023-08-25 - 6:40:11 PM GMT

Adobe Acrobat Sign