

**PARTICIPATING ADDENDUM  
TIPS/TAPS**

**Custodial Equipment, Services and Supplies**

**Administered by the State of Texas**  
(hereinafter "Lead State")

**Master Agreement**  
Contract Number: 2092712

**Identification Myers Supply, Inc.**  
(hereinafter "Contractor")

and

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

1. **SCOPE:** This addendum covers the TIPS/TAPS contract for Custodial Equipment, Services and Supplies by the State of Texas 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.
2. **PARTICIPATION:** All eligible purchasers within the State of Arkansas including local political subdivisions are authorized to purchase products and services under the terms and conditions of this participating addendum.
3. **INDIVIDUAL CUSTOMER:** Each state agency and political subdivision, as a Participating Entity, that purchase Custodial Equipment, Services and Supplies will 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 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. **CHANGES:** The following changes to the terms and conditions are as follows:
  - 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 or rented. Vendors 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 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 otherwise 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."

All invoices should be forwarded to:

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

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- b. Purchase Order Instructions:** All purchase entities issuing valid purchase orders will be bound by the terms and conditions of the TIPS/TAPS 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 TIPS/TAPS Master Agreement.
- c. Price Agreement Number:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum shall include the TIPS/TAPS Contract #2092712, agency name, address, name of contact person and phone number.
- d. Reporting:** The vendor agrees to provide a quarterly report to the Arkansas primary contact within thirty (30) days following the quarter being reported. Reports should include the following data: agency name and address, product description, quantity, unit and extended prices.
- 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. Delivery:** Free On Board Destination
- 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 TIPS/TAPS 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 agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right to sovereign immunity.

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

**Lead State**

Name:	Kim Thompson
Address:	4845 US Highway 271 North Pittsburg, TX 75686
Telephone:	866-839-8477
E-Mail:	bids@tips-usa.com

**Contractor**

Company Name:	Myers Supply, Inc.
Contact Person	Ryan Myers
Address:	831 Third Street Hot Springs, AR 71913
Telephone:	501-372-6677
Fax:	501-371-9080
E-Mail:	ryan@myerssupply.com

**Arkansas Contact**

Company Name:	Myers Supply, Inc
Contact Person	Ryan Myers
Address:	831 Third Street Hot Springs, AR 71913
Telephone:	501-372-6677
Fax:	501-371-9080
E-Mail:	ryan@myerssupply.com

**Participating Entity**

Name:	Tim O'Brien, Statewide Procurement Specialist
Address:	State of Arkansas DFA-Office of State Procurement 1509 W. 7 <sup>th</sup> Street, Suite 300 Little Rock, AR 72201
Telephone:	501-324-9320
E-Mail:	Timothy.O'Brien@dfa.arkansas.gov

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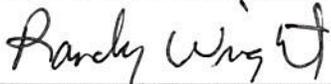
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**State of Arkansas**  
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This Participating Addendum and Contract #2092712 (administered by the State of Texas) together with its exhibits, set forth the entire agreement between the parties with 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: Myers Supply, Inc.
By: 	By: 
Name: Randy Wright	Name: Ryan Myers
Title: Assistant Administrator DFA, OSP	Title: COO
Date: 8/20/15	Date: 8/20/15

# The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions to Reduce Costs and Mitigate Risks!"



## Vendor Report

5 August 2015



Myers Supply Inc

www.myerschemical.

EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.COM  
ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL  
PO MUST REFERENCE TIPS CONTRACT NUMBER

### PRIMARY CONTACT

### SECONDARY CONTACT

PRIMARY CONTACT Ryan Myers  
POSITION COO  
PHONE (501) 372-6677  
FAX (501) 371-9080  
MOBILE  
EMAIL ryan@myerssupply.com

Larry Beckowitz  
HS Branch Manager  
(501) 623-7742  
(501) 623-7727  
larry@myerssupply.com

### PAYMENT TO

### TIPS CONTACT

ADDRESS 831 Third St  
CITY Hot Springs  
STATE AR  
ZIP 71913

NAME Kim Thompson  
PHONE (866) 413-6574  
FAX (866) 749-6674  
MOBILE (903) 243-4759  
EMAIL tips@tips-usa.com

FEDERAL FUNDS Yes  
COMPLIANT  
SERVING STATES AR

DISADVANTAGED/MINORITY/WOMAN No  
BUSINESS ENTERPRISE HUB No

AWARDED Contract No 1062614 Food Service: Equipment, Chemicals, Supplies &  
CONTRACTS Service from 06/26/2014 to 06/26/2017 || Contract No 2092712  
Custodial Equipment, Services and Supplies from 09/27/2012 to  
09/26/2015 || Contract No 3062515 Office and School Supplies from  
06/25/2015 to 06/28/2018