



OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
AED UNITS AND ACCESSORIES

Office of Management and Enterprise Services
Central Purchasing Division
5005 North Lincoln Boulevard
Oklahoma City, OK 73105


And

Philips Healthcare,
A division of Philips North America, LLC
3000 Minuteman Road
Andover, MA 01810

Master Agreement Number: OK-SW-300


You are hereby notified that your response to Solicitation SW17300, which opened November 29, 2016, is accepted. The following documents are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Price Agreement which includes Exhibit A - Terms and Conditions, Exhibit B – Scope of Work, and Exhibit C - Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractor's response to the Request for Proposal.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA Ferris J. Barger, State Purchasing Director	CONTRACTOR Philips Healthcare, a division of Philips North America, LLC
By: 	By: Margaret Messelaar <small>Digitally signed by Margaret Messelaar DN: cn=Margaret Messelaar, o=Philips Healthcare a division of Philips North America LLC, ou=Director Commercial Contracts, email=margaret.messelaar@philips.com, c=US</small>
Date: <u>12/12/17</u>	Date: Messelaar <small>Date: 2017.12.01 17:19:42 -05'00'</small>
	Title:

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

Contractor
 Philips Healthcare
 a division of Philips North America LLC

By:  Digitally signed by 310146501
 DN: dc=com, dc=philips, dc=ent, dc=code1, ou=CODE,
 ou=USDANRMMMD1, ou=Users, cn=310146501
 Date: 2017.12.04 13:18:32 -05'00'

Mark Mattern
 Title: Head of Finance, North America
 Date: 12/4/2017

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**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
SUMMARY**

1. **Scope of Work Defined.** The goal of this Master Agreement is provide a vehicle in which Participating States/Purchasing Entities can obtain Automated External Defibrillator (AED) units, accessories, and service and support options in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Master Agreement is to contract with qualified offerors to provide AED units, accessories, and service and support options for all Participating States. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.

2. **Categories of Products Offered.** This Master Agreement will offer the following categories of products: Public Access and Infrequent User AEDs; First Responder AEDs; and Professional Defibrillators.

3. **Master Agreement Order of Precedence.** Any Order placed under this Master Agreement shall consist of the following documents:
 - (1) Participating Entity's Participating Addendum ("PA");
 - (2) Oklahoma NASPO ValuePoint Master Agreement Award;
 - a. Summary;
 - b. General Terms, Conditions, and Instructions;
 - c. NASPO ValuePoint Terms and Conditions;
 - d. Scope of Work; and
 - e. Price and Cost Proposal.
 - (3) A Purchase Order issued against the Master Agreement;
 - (4) The Solicitation; and
 - (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

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 this Master Agreement as an Exhibit or Attachment.

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
EXHIBIT A – TERMS AND CONDITIONS**

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. Period of Performance

The initial term of the master agreement shall be 1 (one) year with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section B of this Exhibit) which typically extend the original contract period for four (4) additional years.

2. Contract Administrator

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of the RFP, contractual requirements, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and this resulting Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Theresa Johnson Strategic Initiatives Purchasing Officer
State of Oklahoma, OMES Central Purchasing
5005 N. Lincoln Blvd., STE 300
Oklahoma City, OK 73105
Theresa.Johnson@omes.ok.gov
Phone: 405/522-1077

3. Authorized Users

This Master Agreement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions.

4. Definitions

“Lead State” means the State conducting this cooperative procurement, evaluation, and award and centrally administering any resulting Master Agreement(s)

“Offeror” means the company or firm who submits a proposal in response to this Request for Proposal.

“Proposal” means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Amendments.

5. Certification of Non-Debarment

By submitting a response to this solicitation the prospective primary participant and any other subcontract certifies to the best of their knowledge and belief, that they and their principals or participants:

Participants:

- 5.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
- 5.2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 5.3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and
- 5.4. Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. Insurance

The Contractor agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

7. Governing Laws and Regulations

This procurement is conducted by the regulations and the laws of the State of Oklahoma. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Oklahoma County, Oklahoma. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

8. NASPO ValuePoint Administrative Fee and Reporting Requirements

Contractor agrees to pay a NASPO ValuePoint administrative fee as specified Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage

reporting requirements are prescribed by Section 27 of NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

Contractor shall identify the person responsible for providing the mandatory usage reports. (This information must be kept current during the contract period). Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

9. NASPO ValuePoint eMarket Center

Contractor agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique ordering instructions. Refer to Attachment A, Section 36, NASPO ValuePoint Master Agreement Terms and Conditions for the prescribed requirements. Those terms and conditions require as a minimum that the Offeror agree to participate in development of ordering instructions. Proposer shall respond how they can support the eMarket Center in the Proposal through either a hosted catalog or punchout solution.

10. Cost, Prices, and Rates

Prices and rates shall include all anticipated charges, including, but not limited to, standard freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Offeror's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No billing for travel will be allowed under this Master Agreement.

Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to the requirements of Section of the NASPO ValuePoint Master Agreement Terms and Conditions of this Exhibit.

11. Oklahoma Open Records Act

This Master Agreement and all proposal and other materials submitted in response to Solicitation SW#17300 shall be the property of the State of Oklahoma and subject to the Oklahoma Open Records Act.

12. Contractor Single Point of Contact

All Offerors were to include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to this Master Agreement.

B. NASPO VALUEPOINT TERMS AND CONDITIONS

1. Master Agreement Order of Precedence

Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Participating Entity's Participating Addendum ("PA");

(2) Oklahoma NASPO ValuePoint Master Agreement Award;

- a. Summary;
- b. General Terms, Conditions and Instructions;
- c. NASPO ValuePoint Terms and Conditions;
- d. Scope of Work;
- e. Price and Cost Proposal.

(3) A Purchase Order issued against the Master Agreement;

(4) The Solicitation; and

(5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions contained in Response, as revised and accepted by the Lead State.

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 this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product. Acceptance shall occur not later than thirty (30) business days after the date of delivery of the products to the Participating or Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement

officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products. Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S. territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

The initial term of this Master Agreement is for one (1) years. This Master Agreement may be extended beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that

procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 7.26 a. shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity

bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment I – Usage Reporting Template

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.

c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have

the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering (Negotiated)

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document in compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal; and
- (6) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery (Negotiated)

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all standard ground transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the item description, brand and manufacturer product number, quantity, and the Ordering Entity's Purchase Order number.

15. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance (Negotiated)

- a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- b. All Products are subject to inspection at reasonable times and places before Acceptance, which shall not be later than thirty (30) days after the date of delivery of the products to the Participating or Purchasing Entity. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.
- d. The warranty period shall begin upon Acceptance.
- e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned

pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty (Negotiated)

Products purchased pursuant to this Master Agreement are subject to the terms and conditions set forth in Exhibit A, Contractor's Terms and Conditions of this Master Agreement.

19. Title of Product (Negotiated)

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee. The Embedded Software may not be reverse engineered, decompiled, altered, or transferred. Purchasing Entity agrees that it will not attempt to defeat any copy protection mechanism.

20. License of Pre-Existing Intellectual Property

a. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, and non-transferable license to use, publish, translate and reproduce any tangible media associated with the sale of the Product, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M.

Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after

Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating

States identified in the Request for Proposal as additional insureds, (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity

against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor

shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's Proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's Proposal.

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by unusually severe weather, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The

Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and

- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase

Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable

Participating Addendum with respect to an Order placed by the Purchasing Entity.

Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and 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 attorneys' fees and related costs for any death, injury, or damage to tangible property arising from

act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) Specified by the Contractor to work with the Product; or

(c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor.

If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

- a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

36. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods.

The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and

conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

eMarket Center Appendix

a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.

b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) Implementation Timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) Hosted Catalog. By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data once per quarter to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item.

Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. Revising Pricing and Product Offerings: Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the Lead

State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in Page 21 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center

on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. Supplier Network Requirements: Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. Minimum Requirements: Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offerings the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating

Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO

ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. Order Acceptance Requirements: Contractor must be able to accept Purchase

Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Page 22 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

- i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs. **(March 2016)**

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
EXHIBIT A - CONTRACTOR'S TERMS AND CONDITIONS
CONTAINED IN CONTRACTOR'S RESPONSE
AS REVISED AND ACCEPTED BY THE LEAD STATE**

1. Use of Licensed Software

Contractor grants Customer a nonexclusive and transferable right to use the computer software package ("Licensed Software"). The License shall continue as long as Customer continues to own the product. Should Customer transfer the computer software package, the right to use the Licensed Software shall transfer with it. The License does not include any right to use the Licensed Software for purposes other than operation of the product. The License shall not affect the exclusive ownership by Contractor of the Licensed Software or any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Contractor related to the Licensed Software.

Customer agrees that only authorized officers, employees, and agents of Customer will use the Licensed Software. The Licensed Software will be used only on the products provided under this Master Agreement. Customer may transfer the Licensed Software in connection with the sale or transfer of the products provided under this Master Agreement.

2. LIMITED WARRANTY.

Philips Healthcare ("Philips") warrants that HeartStart FR2 series, HeartStart HS1 series, HeartStart FRx, and HeartStart FR3 defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2 series and FR3 defibrillators are warranted for five (5) years from the date of shipment by Philips. The HS1 series and FRx defibrillators are warranted for eight (8) years from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2 series, HS1 series, and FRx non-rechargeable lithium batteries are warranted for four (4) years, and the FR3 battery for three (3) years, from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the FR2 series, HS1 series, FRx, and FR3 defibrillators, Philips warrants such products for 12 months from the date of shipment by Philips. Philips warrants the media on which the data management software copies are contained for a period of 60 days from the date of shipment by Philips. This warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized repair or modification to the product ("Warranty Exclusions").

Customer's remedy and Philips' liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at its sole election (which election shall be made after Philips receives the product), Philips shall repair or replace the product, provided that (a) Philips

receives written notice in a timely manner that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips during the warranty period; and (c) Philips is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips shall be responsible for the cost of shipping.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
EXHIBIT B – SCOPE OF WORK

A. Contract Awards

Contract awards will only be made to manufacturers. Manufacturers should include as a part of their response approved distributors through which contract users are able to purchase products awarded on contract. All approved distributors should be identified using the provided form (Attachment E of the RFP). If awarded a contract, manufacturers shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added using the provided form (Attachment E of the RFP). The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. The distributor coverage area should be listed in the appropriate section of Attachment E. Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating State. The Participating State that chooses to exercise this option will define the process to add and remove resellers in their Participating Addendum. Awards will be made by the following categories: Public Access and Infrequent User AEDs, First Responder AEDs, and Professional Defibrillators. The specifications for each category can be found below. The State reserves the right to issue an award to an Offeror across all responsive categories if an Offeror meets the award criteria for any category or categories.

B. Additional Products

Manufacturers awarded a contract have the option of adding additional products at protected prices, where pricing is commensurate with pricing offered in their response. All such additions must be approved by the Lead State Contract Administrator prior to being made available.

C. Product Specifications

All Offerors responding must provide detailed device specifications demonstrating their ability to meet or exceed the listed criteria, or provide a justification as to why alternate specifications should be considered. The State will deem any response that does not meet the specifications listed below without providing adequate justification for an alternate bid non-responsive. Additionally, Offerors should classify products as Class 1

– Having No Medical Training or Class 2 – Slight Medical Training, and any other classes as appropriate.

Offerors should include the cost associated with each device being bid separately using the provided Cost Proposal Forms (Attachment C). If cost information is provided outside of the separate cost proposal section, the Lead State reserves the right to redact an Offeror's proposal so that it complies with the requirements of the RFP. Such redaction may have a detrimental effect on the competitiveness of an Offeror's Proposal.

- a. Public Access and Infrequent User AEDs
 - i. The AED must enhance user performance by displaying visual icons or audible prompts.
 - ii. The AED must guide the rescuer in following the proper rescue sequence.

- iii. The AED must utilize a biphasic waveform with maximum energy setting of 200 Joules.
 - iv. The AED must be user configurable to adapt to local and changing protocols.
 - v. The AED must be capable of automatic self-tests of the internal circuitry delivery system.
 - vi. The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
 - vii. The AED must offer the capability of a user-activated manual self-test.
 - viii. The AED must include an easily identifiable on/off switch on the front of the device.
 - ix. The AED must have an easy to see status indicator that advises users if the unit requires service.
 - x. The AED must offer an audible tone that sounds if the unit requires service.
 - xi. The AED must record data to an internal memory.
 - xii. The AED must include the ability to download data to a computer.
 - xiii. The AED must utilize pre-connected, disposable, single use, self-adhesive electrode(s).
 - xiv. The electrode must have a shelf life of at least two years.
 - xv. The AED must have a cable length of at least 48 inches.
 - xvi. The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
 - xvii. The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
 - xviii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.
- b. First Responder AEDs
- i. The pediatric algorithm must alter the default energy levels the AED delivers to pediatric patients to levels of 50, 70 and 85 Joules.
 - ii. The electrode must offer a CPR rate and depth sensor and an adaptive metronome that assists rescuers in performing proper CPR.
 - iii. The AED must offer disposable, single use, self-adhesive electrode(s) for ease of application.
 - iv. The AED must utilize a biphasic waveform.
 - v. The AED must be capable of operating in semi-automatic and/or manual mode.
 - vi. The AED must have the capability of monitoring a patient with a 3 lead patient cable through ECG electrodes.
 - vii. The energy settings must be user configurable with a pre-set maximum energy setting of 200 Joules or escalating variable energy range up to 360 Joules.
 - viii. The electrode must have a shelf-life of at least two years.
 - ix. The AED must invoke a specific pediatric algorithm when pediatric pads are attached.
 - x. The AED must have an internal memory capable of recording up to 7 hours of continuous information.
 - xi. The internal memory must be configurable to record information on up to four patients.
 - xii. The AED must meet water and particulate ingress ratings of IP55.
 - xiii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.
 - xiv. The AED must have multiple user configurable prompts.
- c. Professional Defibrillator Specifications

- i. General:
 1. Unit must be able to digitally record ECG on a standard a removable card (optional).
 2. Unit must be able to transmit 12-lead ECG information through a fax/modem card.
 3. External paddles must be available.
 4. Unit shall have a battery that shall be easily and rapidly replaced.
 5. Unit shall have an affixed protective roll cage for added device protection.
 6. Unit shall have integral carry bags providing an independent location for each cable.
 7. Unit shall be able to be tested through multi-function cable or paddles.
 8. Unit must provide testing capability which tests: charging, energy delivery, paddles, multi-function cable.
 9. Unit must have a test cap to allow multi-function cable testing.
 10. Unit must have built-in AC or DC charging as a standard feature.
 11. Unit must provide 3 hours typical continuous ECG monitoring time with a new battery.
 12. Unit must provide 4 hrs. typical continuous ECG monitoring time with a new Lithium Ion battery.
 13. Unit must provide an OPS Clock Sync feature as a standard option.
 14. The device must be compatible with the AHA Standards for Advanced Cardiac Life Support basis life support and Pediatric Life Support.
 15. The device must be capable of monitoring the ECG with appropriate display and alarm (visual and audible).
 16. The device shall provide normal operating capability for ALS users, including semi-automatic external defibrillation, manual defibrillation, synchronized cardio version and external pacing.
 17. The unit shall have the capability to do Pulse Oximetry, 12 lead ECG, end-tidal CO₂ monitoring, capnography, NIBP, etc.
- ii. Display:
 1. Unit must have a high-resolution color liquid crystal display as a standard feature.
 2. Unit must be able to change display from color to black on white or white on black through the push of a button.
 3. Unit must have a screen with a sweep speed of 25 mm I sec.
 4. Unit must have a screen that provides a minimum viewing time of 4 seconds.
 5. Unit must have a display that provides the following information: Heart Rate, Lead/Pads, Alarm On/Off, SpO₂, EtCO₂, NIBP, AED functions and prompts, defibrillator test function, self-test function, error corrections and faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, Synchronized cardioversion, optional EtCO₂ readings, SpO₂ readings and NIBP readings.
- iii. Defibrillator:
 1. Unit must utilize a low energy, constant current biphasic waveform.
 2. Unit must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200 joules.
 3. Unit must meet current AHA specifications for biphasic defibrillation.
 4. Unit must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.

5. Unit must be able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
 6. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.
 7. Unit must have synchronized cardioversion capability with "sync" message displayed on monitor.
 8. Unit must have optional paddles that are external anterior/anterior adult and pediatric paddles.
 9. Unit must contain a built in defibrillator tester that tests energy output and continuity of the multifunction cable and paddles documented on strip chart recorder and optional PCMCIA card.
 10. Unit must have a "Multi-function" cable that is field replaceable.
- iv. Recorder:
1. Unit must utilize a thermal strip chart recorder.
 2. Strip chart recorder must use at least 90mm paper width thermal recording paper.
 3. Strip chart recorder must utilize a 6 second delay.
 4. Strip chart recorder must be able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (Pacer version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG, SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
 5. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
 6. Strip chart recorder must be able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.
- v. Pacemaker:
1. Unit must utilize a constant current 40 ms pace pulse width.
 2. Unit must have a continuously variable current level.
 3. Unit must have a continuously variable pacing rate from 30-180 ppm.
 4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
 5. The heart rate alarms must function in the pacing mode.
 6. Unit must have mechanism to allow viewing of intrinsic patient rhythm without losing pacing capture.
 7. Unit must be configurable for initial setting of pacing rate.
 8. Unit must display pacing rate and milliamps on display.
 9. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.
 10. Unit must be able to pace through multi-function or pacing electrodes.
- vi. 12- lead ECG:
1. The 12-lead parameter must reside within a defibrillator weighing less than 15 lbs.
 2. The 12-lead parameter must be able to provide a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.

3. The 12-lead parameter must be capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
4. The 12-lead parameter must allow direct transmission of 12-lead ECG via land or cell phone to a standard fax machine.
5. The 12-lead parameter must provide a user configuration that allows the option of printing detailed measurements along with the interpretation.
6. The 12-lead ECG must be capable of being acquired without entering deep menus and without the use of a trim knob.
7. The unit must offer an optional 0.05 to 40 Hz bandwidth.
8. The 12-lead parameter must allow users to easily insert patient name, age and gender using soft keys on the defibrillator.
9. The 12-lead parameter must allow users to print the 12 SLAnalysis, including measurements and patient name, age and gender on 90mm fan-fold paper.
10. The 12-lead parameter must be capable of storing up to 24 pre-programmed telephone numbers facilitating rapid and easy 12-lead ECG transmission.
11. The 12-lead parameter must allow configuration of user defined lead groups for rapid printout and review of pertinent ECG.
12. The 12-lead patient cable must consist of 4 limb leads and a separate V lead cable.
13. The 12-lead patient cable must be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
14. The 12-lead patient cable must accommodate either snap or clip connectors.
15. The 12-lead parameter must be capable of providing an automatic patient identifier using 7 alphanumeric characters.
16. The 12-lead parameter must be capable of providing a device identifier using 3 alphanumeric characters.
17. The unit must be upgradeable to allow the use of an integrated Bluetooth option for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.
18. The unit must provide serial communication capability through an RS232 serial port.
19. The unit must be able to transmit 12-lead and vital data both automatically and manually on acquisition.
20. The unit must be able to transmit all data stored on a PC card to a remote handheld device or laptop.
21. The unit must be able to provide the option for both landline and cellular transmission when utilizing a Bluetooth wireless option.
22. The unit must offer the option of direct fax transmission via a Bluetooth option.

vii. Pulse Oximetry:

1. The unit must have an integral pulse oximeter or be upgradeable to include an integral Pulse Oximeter.
2. The unit must utilize pulse oximetry that has FDA 51 Ok clearance for use during patient motion and low perfusion.
3. The unit must utilize sensors that work in bright sunlight.
4. The unit must utilize a pulse oximeter with alarms that are user adjustable in the field.

- viii. Capnography:
 1. The unit, when purchased with SpO₂, must have an EtCO₂ port.
 2. All units with an EtCO₂ port must be upgradeable to include CO₂ by plugging in a mainstream or side stream CAPNO 5 sensor.
 3. The unit must be able to offer the option to upgrade to either mainstream or sidestream capnography with sensor located outside of the unit allowing easy service and replacement if needed.
 4. The defibrillator must be capable of providing continuous EtCO₂ and Respiratory Rate readings as well as a capnogram for on-screen display or print-out.
 5. The CO₂ sensors used must not require a yearly calibration check.
- ix. Non-Invasive Blood Pressure:
 1. Unit must be capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
 2. Unit must incorporate oscillometric technology.
 3. Unit must display systolic, diastolic and mean pressures.
 4. Unit must be capable of taking automatic, stat or manual measurements.
 5. Automatic intervals should be user adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes.
 6. Stat mode must allow up to 10 measurements within 5 minutes.
 7. Unit must include an artifact indicator which is displayed when excessive artifact is detected.
 8. Unit must display a cuff inflation status bar.
 9. Unit be capable of displaying and/or printing up to 4 hours of patient BP history data.

D. Support Specifications

Specifications for product consumables, accessories, and support can be found below. Each Offeror should bid the items or services requested in order to submit a complete Proposal. Where unable to provide an applicable product or service that has been specifically requested, Offerors should provide an explanation for the omission.

a. Product Consumables and Accessories

i. Market Basket Items

A list of the most commonly used consumables and accessories have been identified as market basket on contract. For each device offered, Offerors should bid the relevant market basket included below:

- a. Batteries
- b. Adult Pads (electrodes)
- c. Pediatric Pads (electrodes)
- d. Carrying Cases
- e. Wall Mount Kits
- f. Fast Response Kits

Offerors should include in the technical response the market basket items being bid and the specifications of each. No pricing information should be included in the technical response.

- ii. Catalogue Discount
In addition to the line item pricing of their offered devices and market basket items, Offerors must include in their cost proposal a blanket discount off of their catalogue price for items in their catalogue which are not otherwise included in their cost proposal.
Pricing information should be included on Attachment C – Cost Proposal Forms. No pricing information should be included in the technical response.
- b. Warranties and Extended Warranties
 - i. Basic Warranty
All Offerors must include a basic warranty for their products for no less than one year at no additional cost to Participating States. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty and the cost for repair or replacement of devices under warranty must be covered by the Offeror. Each Offeror must include a complete description of the coverage provided under their basic warranty.
 - ii. Extended Warranty
Offerors may bid an extended warranty past the term of the basic warranty provided under the contract. Offerors must include a complete description of the coverage provided under the extended warranty in their technical response.
- c. Product Training
 - i. Product Documentation
All product documentation, manuals, and specifications must be provided at the request of Participating States for no additional cost.
 - ii. Web/Video Training
Offerors must provide online or multimedia training options at no additional cost to the participating States. Offerors must include in their Proposal a description of the online and multimedia training options that are available.
 - iii. On-site Training
Offerors should include a description of their ability to provide onsite training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposals as a separate per day rate for each Participating State.
- d. Software Updates
 - i. Offerors must include a description of updates required for the AED unit to maintain full functionality over the anticipated life of the unit and the methodology for performing or accessing the updates.
- e. Customer and Service Support
 - i. 24/7 Call Support
24/7 Call Technical Support must be offered for all devices for a period of no less than 3 years after purchase at no additional cost to the Participating States.
 - ii. Service Plan
Offerors must propose a bi-annual service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will include, but are not limited to, the following services and national regulations. Offerors must be aware of local requirements for the States in which they will be servicing.

Offerors will submit their detailed plan on what is included and how they will provide maintenance and repairs on their proposed devices. Pricing will be on a semi-annual basis.

All work performed under the service agreement must meet the Manufacturers specifications for that device.

Offerors may submit additional information on whether they have different types of service agreements to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement.

f. Value Added Options

Offerors may include in their Proposal additional Value Added options not specifically requested in the scope of work. Value Added options should not deviate from the nature of products and services requested in the scope of work and should include a thorough description of the option and how it brings value to the State. Examples include battery replacement plans, unconventional training options, and other services not specified. Award of Value Added options is subject to the approval of the Lead State.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD
EXHIBIT C- PRICE AND COST PROPOSAL

Cost for this Master Agreements shall be based on the following:

Fixed rate line item pricing on devices and market basket items and a percentage discount off a supplier's catalogue pricing shall be offered on SW300. Price Schedule for each or any category of goods identified in Attachment B of this RFP and reflected in the Price Schedule.

The percentage discounts offered for each type of service in Attachment B of this RFP shall remain firm for the duration of the NASPO ValuePoint Master Agreements, including all optional renewals.

Each of the categories, excluding on-site training, must have a single price or rate list for all Participating Entities.

Offeror must submit cost, prices and rates as required by the Cost Proposal Forms (Attachment C). Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs or expenses incidental to the Contractor's performance.

The prices, rates and costs proposed in the Offeror's response must be valid for a minimum of 1 year after any resulting Master Agreement is signed. Offeror's cost proposal must describe how future cost increases will be minimized and capped and how both increases and decreases will be passed on to the Lead State if the Master Agreement is renewed after the initial term. The Offeror must explain the proposed process to implement cost changes, and how the Lead State will be notified. Cost changes may not occur more than once per quarter and only with the prior approval of the lead state.

