



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC250181001	CONTRACT TITLE Statewide Automatic External Defibrillators (AED) & Accessories - NASPO
AMENDMENT NUMBER 01	CONTRACT PERIOD March 01, 2026 through February 28, 2027
REQUISITION/REQUEST NUMBER N/A	MISSOURIBUYS SYSTEM ID MB00204151
CONTRACTOR NAME AND ADDRESS Avice Solutions, Inc. 185 Valley Drive Brisbane, CA 94005	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies throughout the state of Missouri.
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: Contract CC250181001 is hereby amended pursuant to the attached State of Oklahoma Addendum #15, dated 01/12/2026.	
BUYER Tammy Havalias	BUYER CONTACT INFORMATION Email: tammy.havalias@oa.mo.gov Phone: (573) 751- 6108 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE January 15, 2026
DIRECTOR OF PURCHASING Stacia Dawson	



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0300M (NASPO)

PeopleSoft Contract ID: Avive #7549 , Zoll #7306 Stryker #7558,
Phillips #7307

Contract Title: AUTO EXT DEFIBRILATOR AED

Contract Issuance Date: VARY

Contract Supplier: Listed Below

Addendum # 1

Addendum Date: 1/12/2026

OMES Point of Contact:

Contracting Officer: Jeannie Troxel

Phone Number: 405-521-6082

E-mail address: Jeannie.troxel@omes.ok.gov

Amendment Information:

This addendum # 1 is issued to inform you that the contract has been renewed for all suppliers for the contract period 03/01/2026-02/28/2027 for SW0300M AUTO EXT DEFIBRILATOR (AED)

- (List all suppliers)
- Avive Solutions Inc.
- Zoll Medical
- Stryker Sales Corp.
- Phillips North America

The Avive Connect AED[®]

AEDs Redefined



AED Ownership Made Simple

Two Easy Ways to Buy

At Avive, we uniquely provide a fully featured AED, advanced technology platform and comprehensive response system, all for a great price. Choose between our LIFESaver™ Plan and enjoy uninterrupted benefits throughout active membership, or make a One-Time purchase which give you access to Avive's REALConnect™ Services for one year.

1

LIFESaver Plan

- \$475/year (min 5 year term)
- REALConnect Services (during active membership)

\$475/year*



2

One-Time Purchase

- Buy AED outright
- REALConnect Services (1 year)
- \$199.99/year Renewal

\$1,614.99*

or

*Pricing is subject to change and other restrictions may apply. Contact Avive for more details.

**One Avive Pad Cartridge post-use replacement available annually per Avive Connect AED™ actively enrolled in uninterrupted REALConnect Services. Post Use Incident Report required. Other restrictions may apply.



Benefits of Avive's REALConnect Services

- Automates device maintenance with daily health checks
- View on your desktop or mobile device using a customizable dashboard
- Get remote software updates
- Connect wirelessly using cellular, Wi-Fi, Bluetooth and GPS
- Quick data retrieval using an on-screen QR code post incident
- Pad replacement included upon expiration or upon use**

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The Avive Connect AED®

The Future of Saving Lives

The Avive Connect AED takes proven defibrillation technology and expands its benefits to the masses with first-of-its-kind capabilities.

At Avive, we are committed to providing a fully-featured AED, advanced platform technology, and comprehensive response system, all for a great price.



Feature Highlights

01 Cellular, Wi-Fi, Bluetooth, & GPS Technologies

Powered by REALConnect™, the Avive Connect AED uses wireless communication for daily AED monitoring and notifications, AED location tracking, Lost Mode™, and much more.

02 Rechargeable Battery

Keep ownership costs down with Avive's EverCharge™ Battery. Your Connect AED is capable of providing therapy for up to 8.5 months, and powering the screen and connectivity for up to 5 months depending on usage, connectivity, and charging strategy. No more battery replacements required - ever!

03 Modern Touchscreen Technology

An approachable high-resolution touchscreen interface is designed to remove intimidation and hesitation involved with bystander response.

04 AllRescue™ Technology

Integrated English and Spanish audio and visual instructions, Child mode button to respond to patients between 1 and 8 years old, and Avive's universal electrode pads save time during an emergency and money during ownership.

05 Quick Data Retrieval

The Avive Connect AED's Rapid Incident Reporting™ can share vital information with first responders and physicians to support patient care. No more cumbersome event downloads, special cables and CD-ROM software, or additional costs required to access critical information.

06 Dynamic Training

Install the Avive Training Cartridge and seamlessly train on real-world scenarios. Dynamic in sync visuals and simulated scenarios with the Avive Connect AED increase familiarity with the device.

The Avive Connect AED

Technical Specifications

Defibrillator	
Model	Avive AED® with Avive Connect®
Type	Fully Automatic
Defibrillation Waveform	Bi-Phasic Truncated Exponential (BTE) non-escalating energy. Waveform dynamically adjusts to optimize energy delivery for a wide range of patient impedances.
Selected Energy	Adult 150 Joules, Pediatric 50 Joules
Patient Impedance Range	25 Ohms to 200 Ohms
Audible Instructions (Emergency)	Detailed audio instructions and visual indicators guide untrained and trained responders through the rescue.
CPR Guidance	Real-time guidance via audio and visual instructions.
CPR Coaching	Continuous detailed coaching during CPR with an audible metronome, audio instructions, and countdown, all designed to encourage high performance compressions.
Indicators	Audio to convey functionality status, Status Light to indicate functionality status, Stand Back Light and audio instructions to indicate when not to touch patient during rescue scenario.
Patient Analysis	
Measures the patient's electrocardiogram (ECG) and uses a patented machine learning algorithm [Rhythm Recognition Detector] to determine if defibrillation is appropriate. The Rhythm Recognition Detector has been trained using numerous databases of adult and pediatric ECGs recorded from real patients.	
Sensitivity/Specificity: The performance of the Rhythm Recognition Detector exceeds sensitivity and specificity recommendations of the American Heart Association. ¹	
Physical Specifications (with Avive Pad Cartridge Installed)	
Dimensions	5.63 in x 6.30 in x 2.60 in (143 mm x 160 mm x 66 mm)
Weight	2.1 lbs (953 grams)
Environmental	
Temperature	<ul style="list-style-type: none"> Operating temperature: 32°F to 122°F (0°C to 50°C) Battery charging: 32°F to 113°F (0°C to 45°C) Short-term storage temperature (up to 14 days): -4°F to 140°F (-20°C to 60°C) Long-term storage temperature: 41°F to 104°F (5°C to 40°C)
Humidity (Operating and Storage)	5-95% non-condensing
Dust / Water Resistance	IP 54 (with Avive Pad Cartridge™ installed) - dust protected, splash and spray proof
Altitude	-280 ft to 15,000 ft (-85 m to 4572 m)

Endnotes

- Shen et al. Development of a Convolutional Neural Network for Shockable Arrhythmia Classification within a Next Generation Automated External Defibrillator. Journal of American College of Cardiology. 2020 Mar; 75 (11_Supplement_1) 3468

Pad Cartridge Specifications		
Model	Avive AED Pad Cartridge™	
Electrode Type	Pre-connected, single-use combined ECG / defibrillation pad. Electrode Placement: Adult: Anterior-Lateral; Pediatric: Anterior-Posterior	
Electrode Cable Length	53 in (1.3 m) each	
Shelf Life	2 years (see use-by-date on the Pad Cartridge)	
Training Cartridge		
Avive AED Training Cartridge (Optional)	When the Avive AED Training Cartridge is installed, there's no electrical connection between the training pads and the device, converting the device into Training Mode. In Training Mode, the device provides audio instructions as if it were being used in an emergency, however, the device will not actually analyze a heart rhythm or deliver defibrillation therapy. Audio instructions are for user training only. Use the Avive Connect AED to facilitate Training Mode.	
Battery		
Battery Type	Lithium Ion, Rechargeable, not user replaceable	
Time to Full Battery Charge	< 5 hours	
Capacity (Fully Charged, typical)	≥ 75 shocks at 150J or 2.5 hours of continuous operation	
Low Battery	From a fully charged AED battery at nominal conditions: ≥ 8.5 Months until Low Battery At Low Battery the AED can deliver < 10 shocks at 150J or < 20 minutes of continuous operation The screen and connectivity battery will last ≤ 5 months at nominal conditions.	
Device Readiness Tests		
Automatic	Daily: Battery Status, Basic Circuitry Functionality, Pad Readiness Weekly: All Daily, plus partial energy charge and discharge cycle Monthly: All Daily, plus full energy charge and discharge cycle	
User-Initiated	Functionality Status: Press and hold the power button for 5 seconds, and the device will share its status.	
Status Light	Functionality Status	Green Light - AED is ready to use Red Light - AED needs attention
	Charging State	Battery Charging - blinks once every second Battery Fully Charged - blinks twice every 10 seconds Battery Not Charging - blinks once every 10 seconds
Connectivity		
Wireless Communication Methods	Bluetooth connection to the Avive App, and cellular and Wi-Fi connection to the cloud-based REALConnect Platform.	
Location	GPS based device tracking	
Event Recording		
Type	Internal Memory	
Memory	At least one hour of ECG and event / incident recording stored on AED, and unlimited event storage in cloud-based REALConnect Platform	
Display		
Visual Touchscreen	High-resolution color touchscreen	
Visual Prompts	InSync image and motion graphics during emergency mode	

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Connectivity Redefines AEDs

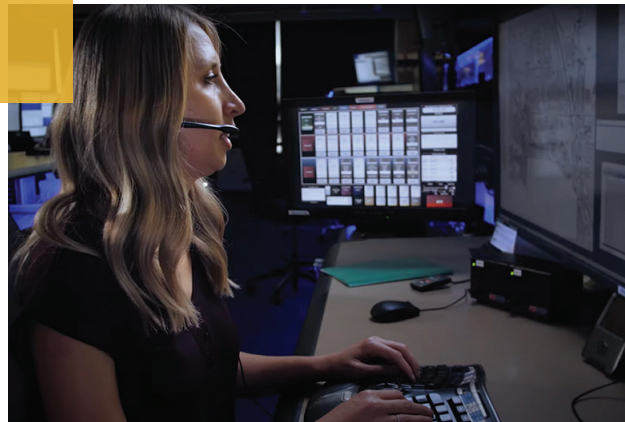
Our Innovative Network of Response

The Avive Connect AED's® powerful combination of cellular, Wi-Fi, Bluetooth, and GPS connectivity enable Avive's novel REALConnect™ technology.

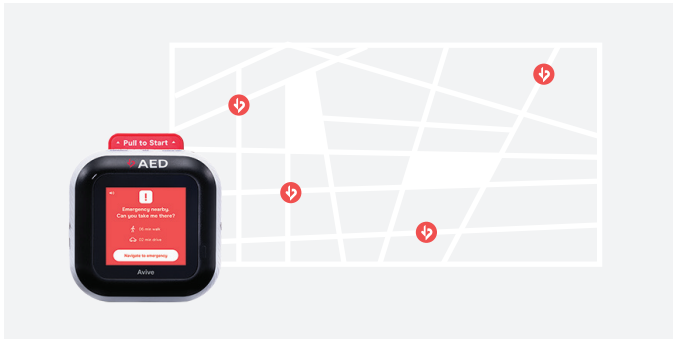
Designed to wirelessly automate AED maintenance and streamline ownership, improve response to cardiac arrest emergencies, and much more, REALConnect redefines what should be expected of an AED.



Less than 2 in 10 Sudden Cardiac Arrest victims receive a shock from an AED before EMS arrives.¹ It's time to change that.



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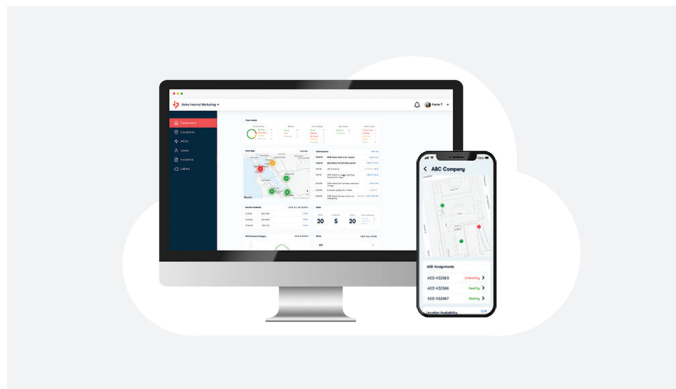


It's about delivery.

Intelligent Response™ enables 911 to dispatch Avive Connect AEDs to nearby suspected Sudden Cardiac Arrest victims, notifying people when and where it is needed to save a life.

Quick Data Retrieval Supports Patient Care

The Avive Connect AED's Rapid Incident Reporting™ can share vital information with first responders and physicians to support patient care. No more cumbersome event downloads, special cables, CD-ROM software, or additional costs required to access critical information.



Connectivity Makes AED Maintenance Simple

The REALConnect Platform performs daily wireless monitoring to give AED managers complete visibility into their fleet of devices. Quick notifications help save time and money while providing unparalleled insight advantage.

- Daily Remote Monitoring of AED Readiness
- Fast Notifications
- Remote Software Updates

1 Source: "Understanding Sudden Cardiac Arrest Drives Bystander Action" Sudden Cardiac Arrest Foundation. 14 Dec. 2022, <https://www.sca-aware.org/index.php/blog/scafoundation/understanding-sudden-cardiac-arrest-drives-bystander-action>.

REALConnect™ AED Program Management

Finally, REAL AED Remote Monitoring



The REALConnect Platform uses daily wireless monitoring to provide AED managers with complete visibility of their fleet of devices. Its quick notifications help save time and money while providing unparalleled program visibility.

Many of today's AEDs require manual maintenance, making management expensive, time-consuming, and inaccurate. Even the most well-run programs require tremendous manual effort, costing organizations countless hours and dollars to ensure data integrity.

However, with Avive's REALConnect Platform, owning, using, and managing AEDs is simplified. Whether you have one for your home or one-thousand for your business, the Avive REALConnect helps with compliance and provides peace of mind.

The REALConnect Platform gives you access to:

01 Battery Life

Receive daily battery status updates for every AED in your fleet, on your REALConnect Platform, whether you're 50 feet away or 500 miles away. Your Connect AED® is capable of delivering therapy up to 8.5 months, and powers the screen and connectivity for up to 5 months depending on usage, network conditions, and charging strategy.

02 Daily Pad Cartridge Condition Checks

Get daily Avive AED Pad Cartridge functional status updates, easy access to expiration dates and replacement options.

03 Daily AED GPS Location Tracking

With GPS Tracking, you will know where your AED is located. This feature allows you to see where your AED is so you know your facilities are protected.

04 Lost Mode™

With the REALConnect Platform, you can enable Lost Mode to help track down your Avive Connect AED® if it is misplaced or stolen.

05 Monitoring & Custom Labels

The REALConnect Platform allows you to easily customize your settings and create labels to manage your fleet of AEDs. Get notifications to be informed of the health status of your AEDs – know whether or not an AED fails a self-test, a device gets too cold or too hot, or even if it goes missing.

06 Remote Software Updates

Just like most of the technology we use today, the Avive Connect AED may require occasional software updates. Unlike other AEDs that require manual, in-person updates on a unit-by-unit basis, the Avive Connect AED receives updates from the cloud, just like a smartphone.

Cardiac Arrest Incident Data

At Your Fingertips

Avive's® Rapid Incident Reporting enables the quick transfer of valuable emergency data from the Avive Connect AED® to the people who need it, when they need it.

When EMS arrives on scene, first responders can seamlessly access valuable cardiac arrest data at a summary level from the Avive Connect AED. In addition, the device also displays an Incident ID which can be used by downstream providers, providing access to detailed data prior to EMS arrival at the hospital. Incident Reports which include ECG recordings, shock data, and usage time stamps, are immediately sent to the cloud post event.



Avive makes accessing valuable incident data simple and fast. No more cumbersome downloads, special cables, CD-ROM software, or additional expense required to access lifesaving data.

“I think a major unmet need in the whole industry has been getting data from AEDs to providers. Getting data from the field is so important and often under-appreciated until you have it and you realize just how valuable it is.”

Dr. Benjamin Abella | Director, Center for Resuscitation Science, UPenn

3 Easy Ways to Access Your Avive AED Incident Data

1 On Your Avive Connect AED

After the emergency, access event data at anytime. Navigate to your **Home screen > Your Device > Use History >** then select the date to view the Incident ID and QR Code for a rescue attempt.

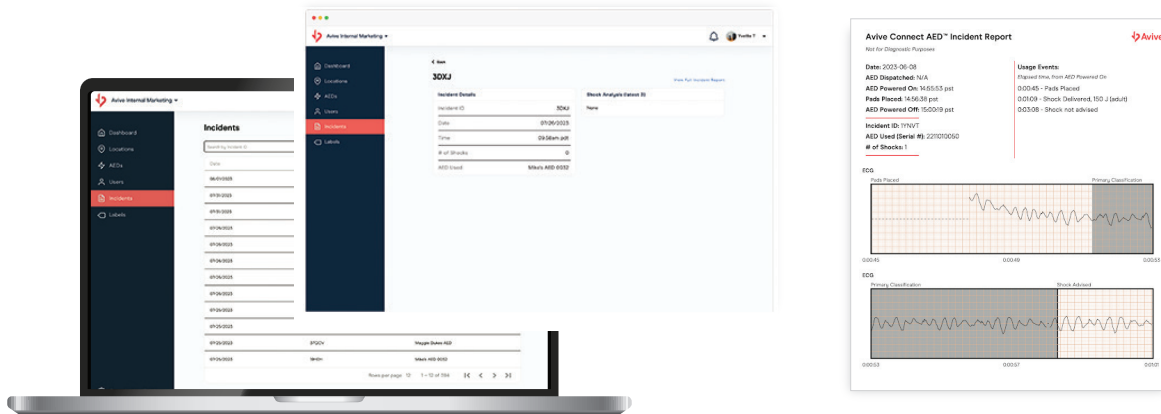


2 On Your REALConnect™ Platform

Any Administrator or Manager assigned to an AED will have access to its incident data on the REALConnect Platform. Simply login to your REALConnect Platform and search for the event data with the Incident ID.

Go to the **“Incidents”** tab in REALConnect and search for your report with the Incident ID.

Once you click on an incident, you can download the full ECG report by selecting **“View Full Incident Report”** in the top right. Your report will automatically download as a PDF document.



3 Online

Healthcare providers can log in to view a patient’s full Incident Report by visiting avive.life/Event-Data and searching with the Incident ID from any emergency. Easily download a PDF of the Incident Report on the REALConnect Platform and quickly share with any provider.

To learn more about how to retrieve data from your device, visit help.avive.life

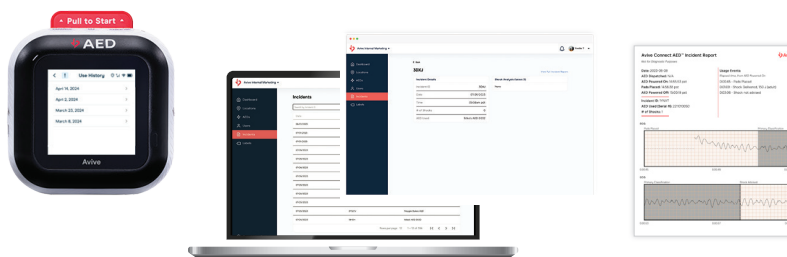
avive.life | sales@avive.life

Data Storage & Access

Avive's Rapid Incident Reporting™

Avive's Rapid Incident Reporting enables the quick transfer of valuable emergency data from the Avive Connect AED® to the people who need it, when they need it.

Incident reports do not contain personally identifiable data or any protected health information, but they do include ECG recordings, shock data, and AED usage time stamps. Immediately after an event, incident reports are sent to the cloud and stored securely both on the device and online.



1 On Your Avive Connect AED

The Avive Connect AED stores up to 30 incident reports on the device itself. Once the device reaches 30 incidents, the oldest report is deleted and then replaced by the newest one.

To access full incident reports from your device, simply click on the incidents listed in Use History, scan the QR code, and then download.

2 On Your REALConnect Platform™

All incident reports generated throughout the life of your device will be stored in the REALConnect Platform. However, if a user returns the device the incidents previously tied to that device will no longer show in the platform.

To view and download incident reports in REALConnect, navigate to the Incident List page and select the one you'd like to view. Administrators (with permission) have access to all incidents within their organization, but users with managerial permissions will only see incidents from the AEDs that are assigned to them.

3 Avive Public Incident Report Viewer

Available Online. A REALConnect login is required to access the online Public Incident Report Viewer and find an incident. The user can search for an event and download a report by typing in the exact Incident ID.

To learn more about how to retrieve data from your device or on the REALConnect Platform, visit help.avive.life or call us at 1 (800) 489-4428.

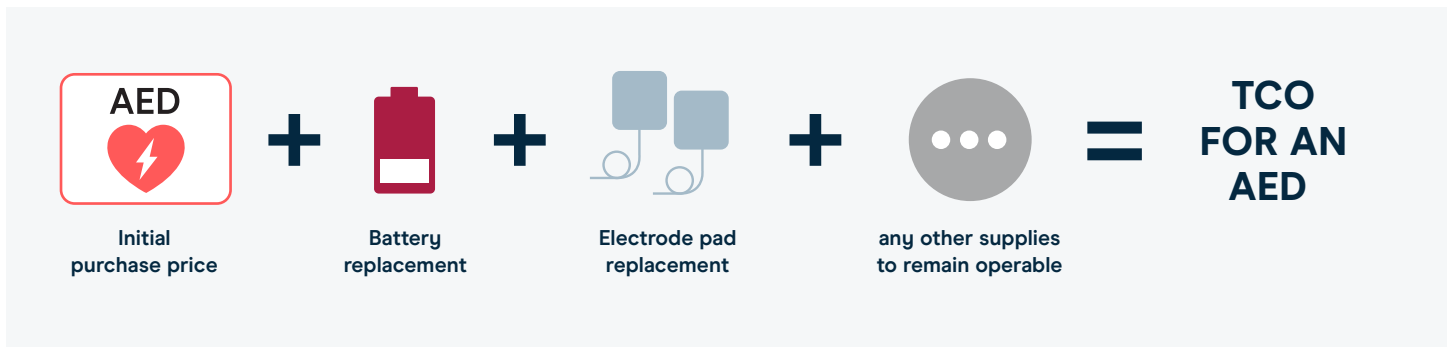
avive.life

Total Cost of Ownership

FDA-Approved AED Unit Plus Accessories

AEDs generally cost between \$1,275 – \$3,400 for the upfront purchase of the device. However, it's important to note that the upfront purchase of the device is not the only expense that you'll incur for each of your AED units.

Instead, you need to look at the Total Cost of Ownership (TCO) for each unit when evaluating which AED model you want to purchase.



What is the TCO?

The total cost of buying a new, functional, FDA-approved AED unit, in full PLUS the cost of any accessories the AED may require to remain operable over a duration of time. It's the most accurate way to look at all the AED costs you can expect, not just what you will pay upfront!

The TCO includes the cost of replacing key components of your device after they expire — such as the battery and electrode pads — to ensure your AED is ready to use in an emergency. You might be surprised at how expensive AED disposables can be!

If the AED manufacturer is recommending or requiring you to purchase additional accessories, you should take it seriously, as it could be part of your AED's warranty or your AED indemnification policy.

After including any recommendations or requirements from the AED manufacturer, and any AED accessories you might need for your specific environment, you should have the initial purchase price for an AED.



The Avive Connect AED®

When taking into consideration the cost of additional supplies, you'll find that the Avive Connect AED is well worth the investment over time.

We keep our TCO low, making our AED affordable and accessible. The Avive Connect AED is fully automatic and loaded with unique features and functionality.

- Connect using cellular, Wi-Fi, Bluetooth, and GPS
- The industry's only integrated rechargeable battery that never needs to be replaced
- Universal electrode pads - no need to purchase separate adult and child pads
- Toggle between Adult and Child mode for the appropriate patient
- Remote software updates - no need to purchase software update accessory kits
- Engage in English or Spanish audio and visual instructions

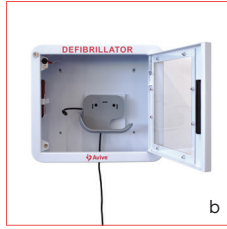
Our end goal is to get more AEDs into the hands of more people to save more lives.

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Storage & Signs



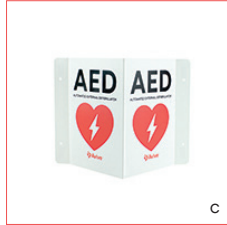
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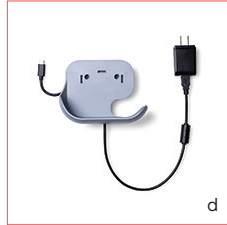
b

a **Avive AED Wall Cabinet w/Semi-Rigid Carrying Case**
Item# PKG07

b **Avive AED Wall Cabinet w/Charge Stand**
Item# PKG08



c



d

c **Avive Flexible Wall Sign**
Item# ACC04

d **Avive Connect AED Charge Stand**
Item# ACC03

Portability & Rescue Products



e



f



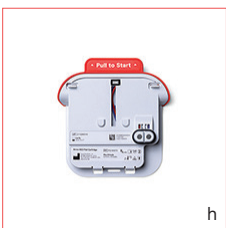
g

e **Avive Semi-Rigid Carrying Case**
Item# ACC09

f **Avive Connect AED Hard Carrying Case**
Item# ACC11

g **Avive Rescue Kit**
Item# ACC02

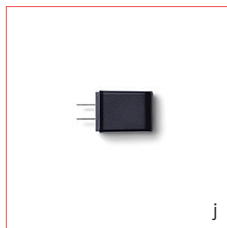
Replacement Accessories



h



i



j

h **Avive AED Pad Cartridge**
Item# ACC01

i **Avive USB Charging Cable**
Item# ACC07

j **Avive USB Power Adapter**
Item# ACC05

Training Product



k



k



l

k **Avive AED Training Cartridge**
Item# ACC08

l **Avive AED Training Pad Replacements**
Item# ACC12

Pricing is subject to change and other restrictions may apply. Contact Avive for more details.

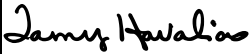
For more information, contact:





NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC250181001	CONTRACT TITLE Statewide Automatic External Defibrillators (AED) & Accessories - NASPO
AMENDMENT NUMBER N/A	CONTRACT PERIOD August 02, 2024 through February 28, 2026
REQUISITION/REQUEST NUMBER N/A	MISSOURIBUYS SYSTEM ID MB00204151
CONTRACTOR NAME AND ADDRESS Avive Solutions, Inc. 185 Valley Drive Brisbane, CA 94005	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies throughout the state of Missouri.
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC250181001 between the State of Missouri and Avive Solutions, Inc. is hereby awarded by the State of Missouri consisting of the attached documentation as specified in Section 4., paragraph 4.1.1 of the attached Cooperative Contract Procurement document.	
BUYER Tammy Havalias	BUYER CONTACT INFORMATION Email: tammy.havalias@oa.mo.gov Phone: (573) 751- 6108 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 08/02/2024
DIRECTOR OF PURCHASING  Karen S. Boeger	

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

AVIVE SOLUTIONS INC
185 VALLEY DR
BRISBANE, CA 94005-1340

DATE ISSUED: 07/16/2024
VALID THROUGH: 10/15/2024

FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

State of Missouri
Office of Administration, Division of Purchasing



Cooperative Contract (COOP) for Statewide Automatic External Defibrillators (AED) & Accessories - NASPO

COOP CONTRACT NUMBER NO.:	CC250181001
COOP CONTRACT ISSUED ON BEHALF OF:	Statewide
CONTRACTOR NAME AND ADDRESS:	Avive Solutions, Inc. 185 Valley Drive Brisbane, CA 94005
ISSUE DATE:	07/30/2024
CONTRACT PERIOD:	Date of Award through February 28, 2026
REQUISITION NO.:	Statewide

REQUESTED RESPONSE DATE: 08/08/2024

Response may be submitted by e-mail to the buyer or record or mail, courier, or hand-delivered to the Division of Purchasing at 301 W. High Street, Rm. 630, Jefferson City, MO 65101.

COOP CONTACT INFORMATION:

BUYER: Tammy Havalias
PHONE NO.: (573) 751-6108
EMAIL: tammy.havalias@oa.mo.gov


DELIVER SUPPLIES/SERVICES FREE ON BOARD (FOB) DESTINATION TO THE FOLLOWING ADDRESS:

Statewide
Various Agencies throughout the
State of Missouri

Vendor's Organization Name:	Avive Solutions, Inc.		
MissouriBUYS System ID:	204151		
Point of Contact:	Carly Meiller		
Phone Number:	415-960-3959	Email Address:	contracts@avive.life
Mailing Address:	185 Valley Drive		
City/State/Zip:	Brisbane, CA 94005		
Vendor Tax Filing Type with IRS (check one):	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt		

The Contractor hereby agrees to provide the services and/or supplies described in the attached State of Oklahoma Master Contract Agreement awarded in connection with solicitation EV00000354, Oklahoma Statewide SW0300 and signed on February 16, 2024 for the

State of Missouri subject to the conditions contained herein. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri.

Authorized Signature 	Date July 31st, 2024
Printed Name Mark Peters	Title VP of Sales

ATTENTION:

1. After reviewing the Cooperative Contract Document (COOP), the contractor must complete and return the **cover page above and all necessary exhibits**.
2. Due to lead times for obtaining the information needed to complete the various **Business Compliance Exhibits** herein as explained in the cooperative contract document’s Vendor Response Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications.
3. The vendor must be registered in MissouriBUYS in an “**Approved**” **registration status** in MissouriBUYS **to be considered for a contract award**. Reference Section 5.

EXHIBIT A, RESPONSE SUBMITTAL CHECKLIST

The following table is provided to assist the vendor in completing their response. It is the vendor’s sole responsibility to ensure that all mandatory requirements are met and that their response, including all exhibits, are properly completed and submitted with their response. The vendor may want to check the Task Complete boxes to ensure that each of these items are completed and/or submitted with the vendor’s response.

No.	Description	Task Complete
1.	Complete and sign the cover page.	X
2.	Complete Business Compliance Exhibit C, State of Missouri Tax Compliance and attach “Vendor No Tax Due” certificate.	X
3.	Complete Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State.	X
4.	Complete and sign Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification.	X
5.	Complete Business Compliance Exhibit F, Employee/Conflict of Interest.	X
6.	Complete Business Compliance Exhibit G, Federal Funding Unique Identity ID.	X
7.	If applicable, clearly mark, separate, and seal proprietary or confidential information and describe how the proprietary or confidential information meets Chapter 610, RSMo (ref. Section 5 of the cooperative contract).	

STATE OF MISSOURI TAX COMPLIANCE

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor’s State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide “Vendor No Tax Due” certificate issued by DOR prior to award. By providing the “Vendor No Tax Due” certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the “Vendor No Tax Due” certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A “Vendor No Tax Due” certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier’s check or money order may be required for payment before a “Vendor No Tax Due” certificate can be issued.

A “Vendor No Tax Due” certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to select the appropriate “Reason for Request” on page 2 of the form.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue’s website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a “Vendor No Tax Due” certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a “Vendor No Tax Due” certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their “Vendor No Tax Due” status.

“Vendor No Tax Due” Certificate is Included with the Response (Yes/No)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If the “Vendor No Tax Due” Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE

In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Secretary

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Avive Solutions Inc.	
Charter Number		
Proof of Good Standing Status Included	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)	

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo, the vendor should identify the specific section of 351.572 RSMo, which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	<input type="checkbox"/>
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	<input type="checkbox"/>
(3) Maintaining Bank Accounts	<input type="checkbox"/>
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	<input type="checkbox"/>
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	<input type="checkbox"/>
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	<input type="checkbox"/>
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	<input type="checkbox"/>
(8) Transacting Business in Interstate Commerce	<input checked="" type="checkbox"/>
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	<input type="checkbox"/>

BUSINESS COMPLIANCE EXHIBITS

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the cover page of this document that the vendor either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit C, State of Missouri Tax Compliance
- Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit F, Employee/Conflict of Interest
- Business Compliance Exhibit G, Federal Funding Unique Identity ID

BUSINESS COMPLIANCE EXHIBIT ,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | |
|--|
| <p>BOX A: To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.”</p> <p>BOX B: To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u>.</p> <p>BOX C: To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u>.</p> |
|--|

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity’s business status changes during the life of the contract to become a “company” as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Avive Solutions, Inc. (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Topher Croddy, CFO



Authorized Representative’s Name (Please Print)

Authorized Representative’s Signature

Avive Solutions, Inc.

7/16/24

Company Name

Date

**BUSINESS COMPLIANCE EXHIBIT F,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**BUSINESS COMPLIANCE EXHIBIT G,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization’s Unique Identity ID Number. The Parent Organization’s Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization’s number is the number assigned to the headquarters for the operation.

Vendor Name: Avive Solutions, Inc.	Vendor’s Unique Identity ID Number:
Parent Organization’s Name:	Parent Organizations Unique Identity ID Number:

1. INTRODUCTION AND BACKGROUND INFORMATION SECTION

1.1 Introduction:

1.1.1 Purpose: This document constitutes a request from the State of Missouri, Office of Administration, Division of Purchasing, to enter into a cooperative contract for the provision of Automatic External Defibrillators (AED) & Accessories as set forth herein for multiple agencies throughout the state of Missouri (hereinafter referred to as “state agency”) in accordance with the requirements, provisions, and pricing specified herein.

1.2 Cooperative Contract Authority:

1.2.1 Section 34.046, RSMo, allows the commissioner of administration may also participate in, sponsor, conduct or administer a cooperative purchasing agreement whereby supplies are procured in accordance with a contract established by another governmental entity provided that such contract was established in accordance with the laws and regulations applicable to the establishing governmental entity.

1.3 General Instructions and Requirements:

1.3.1 The vendor must complete and sign the first page of this document, thereby agreeing to provide the referenced products and/or services under the requirements, terms and conditions provided herein. Contractor signature is required to confirm the offer to contract for the products and/or services described herein and to confirm agreement that upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding procurement contract shall exist between the vendor and the State of Missouri. Invoices for products and/or services provided for the State of Missouri must be submitted to the address shown on Page 1.

1.4 Glossary of Terms and Acronyms:

1.4.1 Whenever the following terms and acronyms appear in the cooperative contract document or any addendum thereto, the definitions or meanings described below shall apply.

1.4.2 General Glossary, Acronyms, and Abbreviations:

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing (Purchasing)**. The agency is also responsible for payment, unless otherwise specified herein.
- b. **Amendment** means a written, official modification to a contract.
- c. **Attachment** applies to all documents which are included with cooperative contract document to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Buyer** means the procurement staff member of Purchasing.
- e. **Code of State Regulation (CSR)** contains the current administrative rules of executive agencies of Missouri government. The regulations are arranged by agency rather than by subject.
- f. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- g. **Contractor** means a supplier, offeror, person, or organization who is a successful vendor as a result of a cooperative contract and who enters into a contract.
- h. **Exhibit** applies to forms which are included with a cooperative contract document for the vendor to complete and submit with their response.
- i. **May** means that a certain feature, component, or action is permissible, but not required.
- j. **Must** means that a certain feature, component, or action is a mandatory condition.
- k. **Party** refers to either the State of Missouri or the contractor as an entity that may enter into a contract pursuant to the terms herein.

- l. **Purchase Order** means the authorized document issued by the state agency to the contractor indicating descriptions, quantities, and agreed prices for products and/or services.
- m. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.
- n. **Shall** has the same meaning as the word must.
- o. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- p. **State** collectively referring to the state government and/or the agencies thereof.
- q. **Vendor** means the supplier, offeror, person, or organization that responds to a cooperative contract by submitting a response to the cooperative contract document.

****END OF INTRODUCTION AND BACKGROUND INFORMATION SECTION****

2. SCOPE OF WORK SECTION

2.1 General Requirement:

2.1.1 The contractor shall provide automatic external defibrillators (AED's) and accessories, to the State of Missouri, including political subdivisions and/or governmental entities in accordance with the NASPO ValuePoint/State of Oklahoma Master Agreement that was awarded in connection with solicitation EV00000354, Oklahoma Statewide SW0300, and signed on February 16, 2024. All references to the State of Oklahoma in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Oklahoma, such as background information, statistical/factual information, etc.

2.1.2 Avive Solutions, Inc. agrees upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding contract shall exist between Avive Solutions, Inc. and the State of Missouri.

2.1.3 The contractor shall submit invoices for AED units and accessories, provided for the State of Missouri to the ordering entity.

2.2 Not Applicable Provisions:

2.2.1 The contractor shall understand and agree the following provisions are not applicable and are hereby removed from the contract/hereby modified as follows:

2.3 Cooperative Procurement Program:

2.3.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide the products and/or services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities. The following website identifies the current members of the Cooperative Procurement Program: <https://purch.oa.mo.gov/media/pdf/cooperative-procurement-program-members-listing>.

2.4 Missouri Statewide Contract Quarterly Administrative Fee:

2.4.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products/ products and services/services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

2.4.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

2.4.3 Payments shall be made using one of the following acceptable payment methods:

- a. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- b. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

2.4.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

2.5 Missouri Statewide Contract Quarterly Administrative Fee Report:

2.5.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, and universities that were made pursuant to the contract.

2.5.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

2.5.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment 2. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- a. Mail:

Division of Purchasing,
P.O. Box 809,
Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street,
Room 630,
Jefferson City, MO 65101-1517

- b. Fax: (573) 526-9815
- c. Email: ereports@oa.mo.gov

2.5.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.6 Missouri Statewide Contract Quarterly Usage Report:

2.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing that provides the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- a. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

- b. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the “Missouri Statewide Contract Quarterly Usage Report” worksheet included herein in Attachment 3 which is downloadable from <https://purch.oa.mo.gov/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- c. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days’ written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days’ notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

2.7 Electronic Funds Transfer, Invoicing, and Payment Requirements:

2.7.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the contractor at the remittance address listed in the contractor’s MissouriBUYS vendor registration. However, the contractor understands and agrees the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

2.7.2 Invoicing: The contractor shall submit invoices in accordance with the provisions of the governmental entity’s contract this cooperative contract is established. The contractor shall perform the services prior to invoicing the state agency unless the governmental entity’s contract this cooperative contract is established allows for payment in advance.

- a. The contractor shall invoice the state agency on the contractor’s original descriptive business invoice form and submit the invoice to the address submitted on the purchase order from a state agency or participating entity:
- b. The contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice and shall include on the invoice the remittance address listed in the contractor’s MissouriBUYS vendor registration.
- c. Each contractor invoice must be on the contractor’s original descriptive business invoice form and must contain a unique invoice number and the remittance address included in the contractor’s MissouriBUYS vendor registration. The invoice number will be listed on the state’s EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the cooperative contract.
- d. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and should be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- e. The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.

2.7.3 Payment:

- a. Payments are due upon receipt of a valid invoice, payable in 30 calendar days. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.

- b. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- c. The State of Missouri assumes no obligation for equipment and supplies shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.

2.7.4 Inspection and Acceptance Specifications: For purposes of acceptance, no equipment or supplies received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment and supplies.

- a. All equipment and supplies which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected by the state. In addition, all equipment and supplies which are discovered to be defective, or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- b. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- c. The State of Missouri's right to reject any unacceptable equipment and supplies shall not exclude any other legal, equitable or contractual remedies the state may have.

2.7.5 If the state agency denies a request by the contractor for payment, the state agency will provide the contractor with written notice of the reason(s) for denial.

2.7.6 If the contractor is overpaid by the state agency the contractor, upon notification by the state agency, shall provide the state agency (1) with a check payable as instructed by the state agency or (2) deduct the overpayment from the invoice(s) as requested by the state agency.

2.7.7 Other than the payments specified in the contract, no other payments shall be made to the contractor.

******END OF SCOPE OF WORK SECTION******

3. TERMS AND CONDITIONS SECTION

3.1 Applicable Laws and Regulations:

3.1.1 The contract shall be construed according to the laws of the State of Missouri. The contractor and the State of Missouri must follow all applicable federal, state, and local laws and regulations that apply to the performance of the contract. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and Purchasing.

3.2 Non-Discrimination and Affirmative Action:

3.2.1 Contractors with 50 or more employees must comply with and have an affirmative action plan in accordance with Executive Order 94-03, Article XIII.

3.3 Americans with Disabilities Act:

3.3.1 In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA), ADA is 42 U.S.C. section 1201, et seq.

3.4 Anti-Discrimination Against Israel Act Contractor Requirements:

3.4.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

3.4.2 If during the life of the contract, the contractor's business status changes according to section 34.600, RSMo, then the contractor shall comply with, complete, and submit to the Division of Purchasing an updated **Exhibit E, Anti-Discrimination Against Israel Act Certification**.

3.5 Business Registration:

3.5.1 The contractor must meet the requirements for conducting business in the State of Missouri, prior to performance of services under the contract, and for the duration of the contract. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Such business requirements for formation and operation include, but are not limited to, those in Chapters 347-359, RSMo.

3.6 Data Breach:

3.6.1 If a data breach impacting the State of Missouri's data requires the state to comply with section 407.1500, RSMo, the contractor shall assist the state by providing to the state any requested information held by the contractor concerning the breach and the state's data stored in the software and services being provided as a result of the contract.

3.7 Elected or Appointed Officials and Employees:

3.7.1 Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

3.8 Indemnification:

- 3.8.1 Unless expressly provided by Missouri law to the contrary, pursuant to the Constitution of the State of Missouri, Article III, section 39, subsections 2 and 5, the state shall not indemnify, hold harmless, or agree in advance to defend, any person or entity.

3.9 Legal Proceedings:

- 3.9.1 For any legal action or other proceedings, per section 27.050 and section 27.060, RSMo, the Missouri Attorney General is given the authority to represent the State of Missouri's interests. The venue for any legal proceeding relating to or arising out of the cooperative contract shall be in circuit court for Cole County, Missouri or the United States District Court for the Western District of Missouri, Central Division.
- 3.9.2 The contractor and the state agree that if a dispute concerning the contract arises that the parties shall make an attempt to resolve the dispute through informal methods before initiating litigation.
- 3.9.3 The State of Missouri does not agree to any arbitration. The State of Missouri does not voluntarily agree to the payment of attorneys' fees. The state may, but is not required to, mediate any dispute arising under the contract, and any vendor provisions requiring mediation or dispute resolution processes shall not be binding upon the state.

3.10 Federal Funds Requirements:

- 3.10.1 The contractor shall understand and agree that the contract may involve the use of federal funds. The contractor shall comply with applicable Federal Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in Attachment 1 or other requirements identified by the federal government.

3.11 Invoicing and Payment:

- 3.11.1 Invoicing and payments must follow section 33.120, section 34.055, and section 8.960, RSMo. All payments shall be made in arrears unless the requirements of 1 CSR 10-3.010 allow for advance payment of goods or services.

3.12 Non-Appropriation of Funds:

- 3.12.1 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, have been withheld, or have been restricted, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or authority to spend. This includes, but is not limited to, the provisions of the Mo. Const. Article IV, sections 23, 27, 28 and in sections 33.030 and 33.065, RSMo and 1 CSR 10-3.010 (1)(B).

3.13 Open Records:

- 3.13.1 Pursuant to section 610.021, RSMo, the contract and related documents are available for public review.

3.14 Record Access:

- 3.14.1 The contractor shall grant the State Auditor access to records/items as stated in section 29.235, RSMo.

3.15 **Taxes:**

- 3.15.1 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. No contract shall be awarded to a vendor that does not meet the conditions of section 34.040.7, -

*******END OF TERMS AND CONDITIONS SECTION*******

4. GENERAL CONTRACTUAL REQUIREMENTS SECTION

4.1 Contract Definition:

- 4.1.1 The cooperative contract awarded by the State of Missouri consisting of the following documents with any conflict among the documents being resolved by giving priority to the documents in the order listed below:
- a. The Division of Purchasing's acceptance of the response by "notice of award";
 - b. The terms and conditions sections included herein the cooperative contract document between the State of Missouri and Avive Solutions, Inc.
 - c. The attached Participating Addendum between the State of Missouri and Avive Solutions, Inc.
 - d. The attached statewide contract issued by the State of Oklahoma through the Office of Management and signed by the State of Oklahoma, State Purchasing Director., including the attached Avive Price Amendment - AED.
 - e. The attached solicitation #EV00000354/SW0300 issued by the State of Oklahoma in collaboration with NASPO Valuepoint.
- 4.1.2 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 4.1.3 The contractor shall agree to furnish the products and services specified in the contract, at the prices quoted therein.
- 4.1.4 State agencies may sign or "click-through" and accept agreements if required by the contractor in order to receive services; however, all provisions of such agreements that conflict with the contract shall have no force or effect.

4.2 Contract Amendment:

- 4.2.1 All changes to the cooperative contract must be accomplished by a formal contract amendment executed by both the contractor and the Division of Purchasing prior to the effective date of such change. No other means shall be used or construed as an amendment or modification to the contract.

4.3 Contract Period:

- 4.3.1 The original contract period shall be as specified on the cover page and the subsequent Notice of Award of the cooperative contract. The cooperative contract's contract period shall not exceed the term of the governmental entity's contract the cooperative contract was established.

4.4 Contract Renewal:

- 4.4.1 The Division of Purchasing shall have the right, at its sole option, to renew the contract beyond the initial term for three (3) additional one (1) year periods as stated in paragraph 2.1 of the master agreement between Avive Solutions, Inc. and the state of Oklahoma (in collaboration with NASPO). In the event the Division of Purchasing exercises such right, all other terms and conditions, requirements and specifications of the contract, including prices, applicable to the product and/or services shall remain the same and shall apply during the renewal period.

4.5 Termination for Convenience:

- 4.5.1 The Division of Purchasing reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. The state shall determine the value of any work in

process, but not completed and accepted by the state, based on the work products created and agreed to by both parties.

4.6 **Cancellation for Breach of Contract:**

- 4.6.1 In the event of material breach of the contractual obligations by the contractor, the Division of Purchasing may cancel the contract. At its sole discretion, the Division of Purchasing may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. As specified by the Division of Purchasing, the actual cure must be completed within no more than ten (10) state business days from notification, or at a minimum the contractor must provide the Division of Purchasing within ten (10) state business days from notification a written plan detailing how the contractor intends to cure the breach.
- 4.6.2 If the contractor fails to cure the breach or if circumstances demand immediate action, the Division of Purchasing will issue a notice of cancellation terminating the contract immediately. If it is determined the Division of Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- 4.6.3 The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated or where the funds are withheld by the governor, and the state shall not be liable for any costs associated with termination caused by lack of appropriations or due to the governor's withholding.

4.7 **Contractor Liability:**

- 4.7.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by a person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 4.7.2 Except for the state's violation of the contractor's patent rights and copyrights, the contractor agrees that for any claim against the State of Missouri in tort, contract, or other legal theory that the state's liability shall be limited in the aggregate to no more than the total yearly contract price for the services ordered by the state for the applicable fiscal year.
- 4.7.3 No provision of the contract shall be construed to waive or limit the state's sovereign immunity or any other immunity from suit provided by law, except to the extent the sovereign immunity is waived by entering into the contract.
- 4.7.4 Except as may be otherwise provided in the contract, in no event shall either party to the contract be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if notification has been given as to the possibility of such damages. Neither party shall recover attorney's fees or costs for any action.

4.8 Insurance:

- 4.8.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 4.8.2 In the event any insurance coverage is cancelled, the state agency must be notified at least thirty (30) calendar days prior to such cancellation.

4.9 Inventions, Patents, and Copyrights:

- 4.9.1 If any copyrighted material is developed as a result of the contract, the state agency shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for state agency purposes or the purpose of the State of Missouri.

4.10 Force Majeure:

- 4.10.1 Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the states or contractor's reasonable control. Both parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

4.11 Warranties and Representations:

- 4.11.1 The contractor expressly warrants that all equipment, supplies, and/or services provided shall:
 - a. conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the Division of Purchasing,
 - b. be fit and sufficient for the purpose expressed in the contract,
 - c. for any goods provided, be merchantable,
 - d. be of good materials and workmanship, and
 - e. be reasonably free from defect.
- 4.11.2 Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

******END OF GENERAL CONTRACTUAL REQUIREMENTS SECTION******

5. VENDOR SUBMISSION AND AWARD INFORMATION SECTION

5.1 Preparation of Response:

5.1.1 Business Compliance Pre-Work: **Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits explained herein, vendors are encouraged to IMMEDIATELY begin securing these verifications when preparing a response.**

5.1.2 Vendor Response Exhibits: The vendor must submit properly completed cooperative contract document's Vendor Response Exhibits as their response. Each exhibit includes instructions outlining the information to be provided in response to the exhibit.

5.2 Compliance with Requirements, Terms and Conditions:

5.2.1 If the vendor's response includes any exceptions to the mandatory provisions of the cooperative contract, the vendor must (1) identify the specific cooperative contract paragraph number to which the exception applies along with a description of why the vendor is taking exception to the provision; and (2) any proposed alternative language the vendor would like the state to consider to replace the provision. However, the vendor must understand and agree:

- a. Exceptions to mandatory provisions of the cooperative contract make the vendor's response non-responsive and ineligible for award. Any exceptions to mandatory provisions must be addressed in order to be eligible for a contract award.

5.3 Confidentiality and Proprietary Materials:

5.3.1 Missouri Sunshine Law: The Division of Purchasing is a governmental body under the Missouri Sunshine Law (chapter 610, RSMo). Section 610.011, RSMo, requires that all provisions be "liberally construed and their exceptions strictly construed" to promote the public policy that records are open unless otherwise provided by law.

5.3.2 Response Confidentiality: Regardless of any claim by a vendor as to material being proprietary and not subject to copying or distribution, or how a vendor characterizes any information provided in its response, all material submitted by the vendor in conjunction with the cooperative contract is subject to release after the award of a contract in relation to a request for public records under the Missouri Sunshine Law (see Chapter 610, RSMo). Only information expressly permitted to be closed pursuant to the strictly construed provisions of Missouri's Sunshine Law will be treated as a closed record by the Division of Purchasing and withheld from any public request submitted to the Division of Purchasing after award. The vendor should presume information provided to the Division of Purchasing in a response will be public following the award of the contract and made available upon request in accordance with the provisions of state law. Except for information the Division of Purchasing deems confidential, the vendor is advised not to include any information in the response that the vendor does not want to be viewed by the public, including personal identifying information such as social security numbers. Therefore, the **vendor should NOT include confidential material with their response.**

5.3.3 Information Not Considered Confidential: In no event will the following be considered confidential or exempt from the Missouri Sunshine Law; however, this is not meant to be an all-inclusive list:

- a. Vendor's entire response;
- b. Vendor's pricing;
- c. Vendor's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest (see subsection 15 of section 610.021, RSMo).

5.4 Foreign Vendor:

- 5.4.1 A foreign vendor who does not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must complete the appropriate IRS W-8 form (found on the www.irs.gov website) and must attach this completed and signed form when registering on the MissouriBUYS (<https://missouribuys.mo.gov>) website.
- a. When submitting a response, if the vendor does not have an IRS Employer Identification Number they should attach a note to the front page of their response advising the Division of Purchasing if: (1) a completed and signed W-8 form is included with the response or (2) a completed and signed W-8 form is attached to their vendor registration profile on the MissouriBUYS website.
 - b. A foreign vendor that has an IRS Employer Identification Number may register as a vendor on the MissouriBUYS (<https://missouribuys.mo.gov>) website by using the IRS Employer Identification Number assigned to their company and attaching a completed and signed IRS W-9 form to their vendor registration profile. (Note: Attaching a completed and signed IRS W-8 form is not necessary.)

5.5 Business Compliance Requirements:

- 5.5.1 Due to lead times for obtaining the information needed to complete the Business Compliance Exhibits, the vendor is encouraged to IMMEDIATELY begin securing these verifications when preparing a response. In order to be considered a responsible and reliable vendor and therefore be considered eligible for award of a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri and provide the applicable documentation prior to the award of a contract. In order to verify the vendor's compliance, the state will review the vendor's response to the following Business Compliance Exhibits:
- a. **Business Compliance Exhibit C, State of Missouri Tax Compliance** - In accordance with section 34.040.7 RSMo, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.
 - b. **Business Compliance Exhibit D, Registration of Business Name with the Missouri Secretary of State** - In accordance with section 351.572, RSMo, the vendor must obtain a certification of authority be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
 - c. **Business Compliance Exhibit E, Anti-Discrimination Against Israel Act Certification** - Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract.
 - d. **Business Compliance Exhibit F, Employee/Conflict of Interest** – Elected or appointed officials or employees of the State of Missouri or any political subdivision serving in an executive or administrative capacity participating in a response to the RFP must disclose their involvement to identify the conflict of interest.
 - e. **Business Compliance Exhibit G, Federal Funding Unique Identity ID** - The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or

any other applicable law. The vendor should provide its Unique Identity ID number and on the **Exhibit G, Federal Funding Unique Identity ID**.

- f. **General Business Compliance** - The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. Likewise, the successful vendor shall remain in compliance with such laws for the duration of the resulting contract. The vendor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1) Taxes (e.g., city/county/state/federal)
 - 2) State and local certifications (e.g., professions/occupations/activities)
 - 3) Licenses and permits (e.g., city/county license, sales permits)
 - 4) Insurance (e.g., worker's compensation/unemployment compensation)
- g. The response will be reviewed for business compliance with the laws regarding conducting business in the state of Missouri.

5.6 **Award:**

- 5.6.1 The cooperative contract will only be eligible for award if the vendor agrees to comply with the requirements identified herein.
- 5.6.2 Any award of a contract shall be made by notification via email from the Division of Purchasing to the vendor. The final contract award shall be made by the Division of Purchasing.
- 5.6.3 After a contract is executed, the response will be uploaded for public viewing into the Division of Purchasing's imaging system known as the Awarded Bid and Contract Document Search system (<https://purch.oa.mo.gov/bidding-contracts/awarded-bid-contract-document-search>).

******END OF VENDOR SUBMISSION AND AWARD INFORMATION SECTION******

ATTACHMENT 03: FEDERAL FUNDS AND SUBRECIPIENT REQUIREMENTS

1.1 Federal Fund Requirements:

The contractor shall understand and agree that the contract involves the use of federal funds. Upon award of the contract, the state agency will provide the contractor the federal fund information. In the event the federal fund information changes, the contractor will be notified in writing by the state agency.

- 1.1.1 Federal Debarment and Suspension (Executive Orders 12549 and 12689) - The contractor certifies by signing the front page of this document that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law.
- 1.1.2 Applicable Laws and Regulations and Public Policy Requirements - In performing its responsibilities under the contract, the contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR, Chapter 1, Chapter, II, Part 200, et al.), as applicable, including any subsequent amendments.
 - a. The contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor/subrecipient/recipient through the contract. The contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination.
- 1.1.3 Stevens Amendment - The contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal funds without the prior approval of the state agency, and the contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money;
 - b. The dollar amount of federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.1.4 Publicity - Any publicity releases and publications mentioning contract activities shall reference the contract number and the state agency. The contractor shall obtain approval from the state agency prior to the release of such publicity release or publications.
- 1.1.5 Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements for all state agencies except DNR - The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements" and any implementing regulations, as applicable.
- 1.1.6 Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401) for DNR - If the contractor produces subject matter, which is or may be patentable in the course of work sponsored by this agreement, the contractor shall promptly and fully disclose such subject matter in writing

to the state agency. In the event that the contractor fails or declines to file Letters of Patent or to recognize patentable subject matter, the state agency reserves the right to file the same. The state agency grants to the contractor the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the state agency. Payment of royalties by contractor to the state agency will be addressed in a separate royalty agreement.

1.1.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Certification Regarding Lobbying - The contractor shall comply with all requirements of 31 U.S.C. 1352 that is incorporated herein as if fully set forth.

- a. The contractor certifies by signing the first page of the document that no federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. The contractor certifies that no funds under the contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The contractor shall not use any funds under the contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- c. The contractor certifies that no funds under the contract shall be used to pay the salary or expenses of the contractor, or an agent acting for the contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed, or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- d. The above prohibitions include any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- e. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 1) The contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

- 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

1.1.8 Drug Free Workplace Act - The contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The contractor shall report any conviction of the contractor's personnel under a criminal drug statute for violations occurring on the contractor's premises or off the contractor's premises while conducting official business. A report of a conviction shall be made to the state agency within five (5) working days after the conviction.

1.1.9 Pro-Children Act - The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081).

- a. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds.

- 1) The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

- b. The contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

- c. The contractor shall require the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly.

- d. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000.00 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

1.1.10 Contractor Whistleblower Protections:

- a. The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition,

whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- b. The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- c. The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

1.1.11 Human Rights and Affirmative Action:

- a. The contractor shall comply with all federal and state statutes, regulations, and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to the following:
 - 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act that prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 2) Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. Section 206(d));
 - 3) Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) that prohibits discrimination on the basis of sex;
 - 4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and Americans with Disabilities Act Amendments Act of 2008 (Public Law 110-325, "ADAAA") which prohibit discrimination on the basis of disabilities;
 - 5) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) that prohibits discrimination on the basis of age;
 - 6) Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - 7) Genetic Information Non-Discrimination Act (GINA)
 - 8) Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 9) Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - 10) Missouri Governor's E.O. #10-24; and
 - 11) The requirements of any other nondiscrimination federal and state statutes, regulations, and executive orders that may apply to the services provided via the contract.
- b. In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, the contractor shall have and maintain an affirmative action program that shall include:
 - 1) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
 - 2) The identification of a person designated to handle affirmative action;

- 3) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
 - 4) The exclusion of discrimination from all collective bargaining agreements; and
 - 5) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- c. If discrimination by a contractor is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.
- 1.1.12 Clean Air Act and Federal Water Pollution Control Act for all agencies except DNR - The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*).
- 1.1.13 Procurement of Recovered Materials for DNR only - The contractor must comply with section 6002 of the Solid Waste Disposal Acts, as amended by the Resource Conservation and Recovery Act. The requirements of this section include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 1.1.14 Cash Management Improvement Act for DESE only - The contractor shall ensure compliance with the Cash Management Improvement Act of 1990 (CMIA), as provided in 31 U.S.C. § 6503. This act requires the contractor to demonstrate that when receiving federal funds, the contractor has already spent the funds.

1.2 Subrecipient Requirements:

- 1.2.1 The state agency has determined that the contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that the contract involves the use, in whole or in part, of federal funds, the contractor shall comply with the following special conditions.
- 1.2.2 Trafficking Victims Protection Act – The contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.2.3 Audits - If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR, Part 200, Subpart F, et al., Audit Requirements.

- a. In accordance with the provisions of 2 CFR, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
- b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within seven (7) calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit.

These notifications shall be submitted to the: (State agency will advise which of 1 -3 will apply)

1. Department of Social Services
 Division of Finance and Administrative Services
 Attn: Single Audit
 P.O. Box 1082
 Jefferson City, MO 65102
 Or DFAS.ComplianceUnit@dss.mo.gov
 2. The contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year.
 3. Agencies other than DSS and DHSS, will advise if applicable
- c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
 - d. The contractor shall return to the state agency any funds disallowed in an audit of the contract.

DSS subrecipient language - DSS will advise which paragraphs below will apply.
Other state agencies will review prior to placing order and advise if any of the following applies.

- 1.2.4 Return of Funds - The contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or the contract. The contractor shall return to the state agency any funds paid to the contractor but not permitted under the contract.
- 1.2.5 Primary Personnel Change - The contractor shall notify the state agency in writing within 30 calendar days after a change occurs in its primary personnel involved in managing the contract.
- 1.2.6 Violation of Federal Criminal Law - The contractor shall notify the state agency in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under the contract. Failure by the contractor to disclose such violations may result in the state agency taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.

DSS subrecipient language - *DSS will advise which paragraphs below will apply. Other state agencies will review prior to placing order and advise if any of the following applies.*

- 1.2.7 Matching Funds - The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that federal award.
- 1.2.8 Allowable Costs - Unless otherwise stated herein, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
- a. The subrecipient shall ensure all expenditures invoiced, claimed, and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
- 1.2.9 Indirect Cost Rates and Administrative Rates - In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following shall apply:
- a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
 - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
 - c. Administrative costs are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.
 - d. Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the percentage (%) of dollars that may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts that include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
 - e. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an

indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.

1.2.10 Indirect costs – *If the contract is going to use two indirect rates because a grant has a restricted indirect cost rate, the state agency will provide this information. (This option requires a budget attachment.)*

Example language follows. State agency will supply this if applicable to their purchase.

- a. Indirect costs are those associated with the management and oversight of any organization’s activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- b. The contractor shall not invoice the state agency for indirect costs that exceed the amounts on Attachment X. *(state agency to provide the attachment)*
- c. The contractor shall calculate indirect costs for *(state agency will supply the name of grant with the restricted indirect cost rate - funding using X% of the modified total if applicable)* direct costs as defined in 2 CFR § 200.68.
 - 1) Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000.00 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and in excess of \$25,000.00. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- d. The contractor shall calculate indirect costs using the contractor’s negotiated rate for any other funding.
- e. It is the contractor’s responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- f. The contractor’s invoice shall separately account for costs invoiced using the modified total direct cost method and the contractor’s negotiated rate.
- g. In the event the contractor’s approved federally negotiated rate changes, the contractor shall submit the new negotiated agreement to the state agency at monitoring@health.mo.gov prior to submitting an invoice using the new rate.

1.2.11 Item Not Allowed for Federal Financial Participation - The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

- 1.2.12 Budget and Allowable Costs - Within 30 calendar days after the end of the contract period, the contractor shall certify in writing to the state agency that the contractor completed the project or activity or that the contractor expended the required level of effort. The certification must contain the signature of the contractor's authorized representative and may be in the form of a letter or a statement on the final invoice.
- 1.2.13 Health Resources and Services Administration Reports - This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) Attachment X (*state agency will provide this document if applicable*) and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS, or the U.S. Government.

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address:

<http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable.

The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.	
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.
Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.	
If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.	
Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.	

Procurement Master Agreement

Automated External Defibrillator (AED) & Accessories

Issued by

The State of Oklahoma

In collaboration with

NASPO Value Point

The Manufacturer identified below is hereby notified that a contract is being awarded in connection with solicitation number EV00000354, Oklahoma Statewide SW0300, which opened November 17, 2023.

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 the Master Agreement to be duly executed and agree to terms contained herein.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

Avive Solutions, Inc.

By: *Amanda L. Otis*
Amanda L. Otis (Feb 16, 2024 10:09 CST)
Name: Amanda Otis
Title: State Purchasing Director
Date: 02/16/2024

By: *Micah Bongberg*
Micah Bongberg (Feb 15, 2024 16:19 PST)
Name: Micah Bongberg
Title: Chief Commercial Officer
Date: 02/15/2024

Reviewed & approved by

OMES Legal: *Tim Tuck*
Tim Tuck (Feb 16, 2024 10:06 CST)
Date: 02/16/2024

Procurement Master Contract

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Procurement Master Contract

Contract Summary

This State of Oklahoma Statewide Contract (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and AVIVE SOLUTIONS INC. (“Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is two (2) years and there are three (3) additional one-year period options to renew the Contract.

Purpose

The purpose of this contract is to have established a competitive contract for use by participating entities to obtain FDA approved Automatic External Defibrillator (AED) Units and Accessories. As more particularly described in certain Contract Documents found herein. This contract will be made available to all levels of state, local and county government agencies as well as other public agencies authorized to utilize this contract. A contract may be awarded to one or more AED manufacturers.

This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to manufacturer.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Exhibit A, NASPO ValuePoint Master Terms and Conditions
 - 2.2. Exhibit B, Scope of Work
 - 2.3. Exhibit C, Cost
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

Procurement Master Contract

EXHIBIT A: NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

Definitions:

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **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.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) corporation. 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, the District of Columbia, and territories of the United States. 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.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or

other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 **Product or Products and Services** 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 Product includes goods and services.
- 1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

I. Term of Master Agreement

- 2.1 **Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) 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. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

II. Order of Precedence

- 3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 3.1.1 A Participating Entity's Participating Addendum ("PA");
 - 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will 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.
- 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

III. Participants and Scope

- 4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 **Applicability of Master Agreement.** 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, subject to Section III. For the purposes 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.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.

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- 4.4 Obligated Entities.** 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. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** 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 databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the 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; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** 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 purchased under this Master Agreement. 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.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, 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.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

IV. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. 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 must 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 a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state,

Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Contractor is responsible for reporting all sales made under this contract, whether those sales are made by distributors or the manufacturer directly. Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.
- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for

each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall 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 eligible entities can participate in the Master Agreement.

- 5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third- party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if the Contractor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead

State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

V. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
 - 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.
 - 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
 - 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (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 or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 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.

VI. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or 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.
- 7.3 Applicable Rules.** 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.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** 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.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

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- 7.5.3 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.
 - 7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
 - 7.5.5 Orders for any separate indefinite quantity, task order, 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.
- 7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1 The services or supplies being delivered;
 - 7.6.2 A shipping address and other delivery requirements, if any;
 - 7.6.3 A billing address;
 - 7.6.4 Purchasing Entity contact information;
 - 7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
 - 7.6.6 A not-to-exceed total for the products or services being ordered; and
 - 7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 **Communication.** All communications concerning administration of Orders placed must 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.
- 7.8 **Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to Title 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.

VII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. 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 will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, 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 a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. 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, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** 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 substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** 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.
- 9.4 Failure to Conform.** 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.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the

Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

- 9.5.2 If the Product does not meet the standard of performance or specifications 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.
- 9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, 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.
- 9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 **Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor

will refund the full amount of any payments that have been made.

- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** 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.
- 11.2 Embedded Software.** Transfer of title to the Product must 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 will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, 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.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").

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

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required 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

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 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 the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 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 the Intellectual Property Claim 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.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** 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.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance 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 and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** 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.

- 13.5 Notice of Endorsement.** 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) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** 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 will 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.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.2** 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master 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.

14.2.1 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.

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

14.3 Confidentiality, Non-Disclosure, and Injunctive Relief

14.3.1 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.

14.3.1.1 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").

14.3.1.2 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.

14.3.1.3 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.

14.3.2 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.

14.3.2.1 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.

14.3.2.2 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.

- 14.3.2.3** 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.
- 14.3.2.4** 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.
- 14.3.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.
- 14.3.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.3.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to

the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.3.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.4 Assignment/Subcontracts

14.4.1 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.

14.4.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.5 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall 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.

14.6 Independent Contractor. Contractor is an independent contractor. Contractor has 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 shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.7 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (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 will 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.

14.8 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.9 Defaults and Remedies

14.9.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.9.1.1 Nonperformance of contractual requirements;

14.9.1.2 A material breach of any term or condition of this Master Agreement;

14.9.1.3 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;

14.9.1.4 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

14.9.1.5 Any default specified in another section of this Master Agreement.

14.9.2 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 fifteen (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 will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.9.3 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:

- 14.9.3.1** Any remedy provided by law;
- 14.9.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.9.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.9.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.9.3.5** Suspension of Contractor's performance; and
- 14.9.3.6** Withholding of payment until the default is remedied.

14.9.4 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 an 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 will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.10 Waiver of Breach. Failure of the Lead State, Participating Entity, or

Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 will 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, any Participating Addendum, or any Purchase Order.

14.11 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 public procurement or contracting 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.

14.12 No Waiver of Sovereign Immunity

14.12.1 In no event will 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.

14.12.2 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.

14.13 Governing Law and Venue

14.13.1 The procurement, evaluation, and award of the Master

Agreement will 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 will 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 will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.13.2 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 state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will 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 will be in the Purchasing Entity's state.

14.13.3 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.

14.14 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.

15 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and

payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Procurement Master Contract

EXHIBIT B: SCOPE OF WORK

I. Master Agreement Objectives:

- A. The objective of this Contract is to maintain a full catalog offering and best value pricing for both semi and fully automated AED Units and associated accessories.
- B. Master Agreement awards will only be made to manufacturers. Manufacturers should include, as a part of their response, information of approved distributors through which Participating Entities can purchase products offered in the Master Agreement. All approved distributors must be identified using the provided form in Attachment L, Approved Distributor List and maintained with the Lead State throughout the life of the contract.

II. Master Agreement Deliverables:

- A. AED Units that are approved by the FDA:
 - Category I: Fully Automated
 - Category II: Semi-automated

- B. AED Accessories

A list of the most used consumables and accessories have been identified below:

- i. Batteries
- ii. Adult Pads (electrodes)
- iii. Pediatric Pads (electrodes)
- iv. Carrying Cases
- v. Wall Mount Kits
- vi. Fast Response Kits

C. Value-Add products and services.

III. Contractor Responsibilities

A. Contractor Point of Contact for National Cooperative.

All Contractors must identify a single point of contact, along with a direct phone line and email address they can be reached. This single point of contact shall be the primary contact for both the Lead State and any Participating Entities wishing to sign a Participating Addendum or regarding the resulting Master Agreement.

B. Ordering/Invoicing

1. There is no guaranteed minimum or maximum amount for orders. Each Purchasing Entity can order products as needed.
2. The Contractor(s) must be capable of:
 - a. Accepting verbal orders via telephone with use of State(s) purchasing card (P-card);
 - b. Accepting P-card and Purchase Orders online;
 - c. Providing the Purchasing Entity using a Purchase Order with a printable order confirmation after the order is placed, and a printable itemized invoice and receipt.
 - d. Accepting payments by check, electronic fund transfer, or with State(s) P- card. The contractor will be solely responsible for the credit card user- handling fee associated with credit card purchases.
3. Ordering instructions for entities must be described, outlined, and returned with the RFP response.

C. Delivery

1. All deliveries will be F.O.B. Destination (including Alaska, Hawaii, and all U.S. Territories), freight pre-paid, with all 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 will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of an Order to be shipped without transportation charges and that is back ordered will be shipped without charge.

2. All deliveries will be “Inside Deliveries” as designated by a representative of the Purchasing Entity placing the Order, unless explicitly specified otherwise. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area, such as directly to point of use or designated location. 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 Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
3. 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 commodity, brand, quantity, item code number and the Purchasing Entity’s Purchase Order number.
4. Products returned because of quality problems, duplicated shipments, etc. will be sent back to the Contractor within 30 calendar days at the Contractor’s expense, with no restocking charge and shall be replaced with specified products or the Purchasing Entity will be credited or refunded for the full purchase price.

D. Inspection and Acceptance

All Products are subject to inspection at reasonable times and places before Acceptance. 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, to monitor and evaluate performance, compliance, and/or quality assurance requirements under the Master Agreement resulting from this RFP. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material, latent, or hidden defects subsequently revealed when goods are used. A material defect includes a nonconformity that substantially impairs value.

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.

Acceptance Testing is the process 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, unless another time is identified in the 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.

E. Product Warranty

Contractor shall include a basic warranty for all AED Units purchased that lasts for a duration of no less than one year from time of Acceptance at no additional cost to Purchasing Entities. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty. The cost for repair or replacement of devices under warranty must be covered by the Contractor. In the event that an AED Unit must be repaired or replaced, the Contractor shall provide the Purchasing Entity with a loaner unit and ensure there is no gap in coverage for that location.

F. Guarantee of Equipment

Contractors shall guarantee that the equipment offered is standard new equipment and that no attachment or part has been substituted or applied contrary to the Contractor's recommendations and standard practice. Products furnished under the terms of the Master Agreement will be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state, and local standards for quality and safety requirements and must be FDA approved. All equipment delivered must be first quality manufactured workmanship and finish. Contractor shall immediately notify all Participating Entities of AED recalls and provide product replacements. No remanufactured or refurbished equipment may be provided under a Master Agreement resulting from this RFP.

G. Software Updates

Contractor must provide and facilitate updates required for each AED unit to maintain full functionality over the unit's anticipated life and the methodology for performing or accessing the updates.

H. Customer Service

24/7 Call Support: Technical support via Telephone, for all items offered must always be available and must be provided for a period of no less than 3 years after purchase and acceptance.

I. Product Training

Product Documentation: All product documentation, manuals, and specifications must be provided at no additional cost.

Web/Video Training: Contractor must provide online or multimedia training at no additional cost.

IV. Additional Requirements

A. Distributors

Contractor shall ensure the Lead State Contract Administrator is provided with up-to-date information regarding the status of approved distributors. Contractor shall notify the Lead State Contract Administrator via email in the event of a change in its distributor list.

Distributors may provide the products nationally or locally. The Participating Entity may have additional procedures regarding their usage of distributors within their Participating Addendum.

B. Sustainability

The Contractor should promote corporate and local sustainability practices by aiming to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging, and training.

C. Cost

1. Discounts to Remain Firm or Greater

The percentage discount from the Contractor's submitted price schedule shall not decrease for all updates or revisions of Contractor's price schedule during the life of the Master Agreement and any subsequent Master Agreement renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

2. Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with its suppliers to obtain improved discounts and extend improved pricing to Participating Entities. During the term of the Master Agreement Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable terms and conditions between the Contractor and its suppliers that are applicable to future orders during the term of the Master Agreement.

3. Price Lists and Updates

Contractor must furnish a physical and/or an electronic copy (at Lead State's option) of the price list(s) and periodic updates to the State of Oklahoma Lead State Administrator. Contractor must also furnish physical and/or electronic copies, at a Participating Entity's option, to all Purchasing Entities for which account numbers have been established. Contractor must distribute price lists as they become effective and in a timely manner. Price lists may be updated no more than once a quarter and price updates must be approved by the Lead State before becoming effective. Updated price lists may include new items but may not increase the price of items which previously appeared unless the price increase is requested in accordance with Section D below. Updates must be simultaneous for the entire line of products. All price lists, website access, and ordering capabilities must be supplied to the Participating Entities at no additional cost. Contractor must not add new replacement products for the purpose of a price increase. Stock keeping units (SKUs) shall be consistent and Contractor shall document discontinued items in writing when submitting replacement products.

4. Price List Access

At any time during the life of the Master Agreement issued under this RFP and for a three (3) year period from the end date of the Master Agreement, the Lead State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Master Agreement's pricing basis for pricing verification. Failure to provide the requested price list within three (3) business days following the Lead State's request may result in termination of the Master Agreement.

D. Price Changes

1. Price decreases or discount increases are permitted and encouraged at anytime. Price reductions announced must be applied at the time of the announcement for the products that have not yet been delivered to the Participating Entities.
2. All discounts offered must remain firm or increase during the term of a Master Agreement issued under this RFP.
3. The Contractor or Lead State may request price adjustments no sooner than 12 months from the Master Agreement execution date and no more than once per contract year. Contractors must submit a request to the Lead State at least thirty (30) days prior to the end of the current term. Requests must be in writing and must be received 30 days prior to the contract renewal date.
 - a. If the Contractor or state fails to request a price adjustment 30 days before the Master Agreement renewal date, the adjustment will be effective 30 days after the state or Contractor receives their written request.
 - b. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U)
 - c. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June); and each (January through June six-month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive price adjustments will be allowed. All price adjustments must be approved by the Lead State prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the Lead State.
 - d. Approval for all price increases is dependent upon full compliance with the terms of the Master Agreement including reporting requirements.

V. Optional Services and Product Support:

Offerors may propose optional value-add services. Services included in this section are considered in addition to the minimum requirements set forth in this scope of work.

A. Service Plan

1. Offerors may propose a service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will should include, but is not limited to, the following services:
 - Semi-annual physical inspection of AED's
 - Battery replacement program
 - Data tracking of serial numbers, expiration dates, etc.
 - Additional software enhancements and/or updates
 - Hardware updates
 - Assurance of compliance of the AED unit with local, state, and federal regulations.
2. Offerors must be aware of local requirements for the States in which they will be servicing
3. All work performed under a Service Agreement must meet the specifications for that device.
4. Offerors may submit additional information on any additional types of service agreements they may offer, to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement. No pricing information should be included in the technical response.

B. Product Training

1. Optional On-site Training: Offerors shall provide on-site training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposal (Attachment H, Value-Add) as a separate rate.

C. Extended Warranty

Offerors may propose an extended warranty past the term of the basic warranty provided under the Master Agreement. Offerors must include a complete description of the coverage provided under the extended warranty in their cost proposal.

D. Additional Value-Add Options

Offerors may include in their Proposal additional Value-Add options not specifically requested in the scope of work. Value-Add 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, alternative maintenance plans, and other services not specified.

Award of Value-Add options is subject to the approval of the Lead State.

Procurement Master Contract

Exhibit C – Cost

Exhibit C - Cost

Request for Proposals for
AED Units and Accessories
 Issued by the State of Oklahoma
 Solicitation Number EV00000354



Offeror Name: Avive Solutions						
Validity Period:		Start/End 01-01-2024 - 12-31-2024				
AED Accessories						
Item Number	Product Description	UOM	QTY per UOM	List Price	% Discount	Net Price
ACC01	One (1) single-use Avive AED Pad Cartridge. Each cartridge contains two (2) adhesive electrode pads and can be used on either adults or children for analysis and defibrillation.			\$119.99	20.00%	\$ 95.99
ACC08	One (1) Avive Training Cartridge. The Avive Training Cartridge contains two (2) pads that can be used for training purposes. NOTE: The Avive Training Cartridge is FOR TRAINING PURPOSES ONLY AND WILL NOT DELIVER DEFIBRILLATION THERAPY.			\$99.99	30%	\$ 69.99
ACC03	One (1) Avive AED Charge Stand. This wall mount stand comes with one (1) 2-meter (6.6 foot) Avive USB Charging Cable and one (1) medical-grade Avive USB Power Adapter. Wall screws and wall anchors are included.			\$99.99	10%	\$ 89.99
ACC05	One (1) medical-grade Avive USB Power Adaptor to charge your Avive Connect AED. Compatible with the Avive USB Charging Cable (not included). Input 100-240 VAC, 50-60 Hz.			\$24.99	10%	\$ 22.49
ACC07	One (1) one-meter (3.3 foot) Avive USB Charging Cable. Compatible with the Avive USB Power Adapter (not included).			\$9.99	10%	\$ 8.99
ACC02	One (1) compact, high-quality CPR/AED rescue kit containing: one (1) one-way face shield, one (1) pair of nitrile gloves (not made with natural rubber latex), one (1) set of emergency shears, one (1) medical prep razor, one (1) absorbent dry towel, one (1) antiseptic towelette, and one (1) biohazard bag.			\$28.99	20%	\$ 23.19
ACC11	One (1) Avive Hard Carrying Case, designed to keep your Avive Connect AED safe in the harshest conditions.			\$219.99	20%	\$ 175.99
ACC04	One (1) vinyl, multi-configurable wall sign measuring 14.75" x 9" with pre-drilled holes (screws are not included) to help drive awareness to your AED's location.			\$14.99	10%	\$ 13.49
PKG07	Includes one (1) compact wall cabinet with door-activated alarm and one (1) Semi-Rigid Carrying Case (ACC09) to securely store your Avive Connect AED.			\$249.99	25%	\$ 187.49
PKG08	Includes one (1) compact wall cabinet with door-activated alarm and one (1) Avive AED Charge Stand (ACC03) to securely store your Avive Connect AED.			\$249.99	30%	\$ 174.99
ACC09	Includes one (1) ultra-compact Semi-Rigid Carrying Case measuring approximately 8.9"x7.5"x4.5". Designed to securely store your Avive Connect AED, an Avive CPR/AED Rescue Kit, and a spare Avive AED Pad Cartridge or Avive Training Cartridge (not included).			\$149.99	30%	\$ 104.99

[Add additional rows as needed.]

Estimated Delivery Time: 1-2 weeks for order < 100 units. 3-4 weeks for orders of 100+ units

Exhibit C - Cost



Offeror Name: Avive Solutions						
Validity Period:		01-01-2024 - 12-31-2024				
Value-Add						
Value-Add: Examples include battery replacement plans, unconventional training options, alternative maintenance plans, and other services not specified.						
Item Number or Service	Product/Service Description	UOM	QTY per UOM	List Price	% Discount	Net Price
AED01L LIFESaver Plan	One (1) Avive AED with Connect. Comes equipped with one (1) single-use Avive AED Pad Cartridge that can be used on either adults or children, one (1) medical-grade Avive USB Power Adapter, one (1) Avive USB Charging Cable, and full access to REALConnect Services.	1	1	\$449.99 down payment + \$449.99/year for 5 years	12.00%	\$395.12 down payment + \$395.12/year for 5 years
	The LIFESaver plan includes replacement electrode pads if they are used during an emergency or expire during the term of the LIFESaver plan for no extra cost. (pad replacement offered up to one set of pads per AED per year of uninterrupted payments					
	One (1) Avive AED with Connect. Comes equipped with one single-use Avive AED Pad cartridge that can be used on either adults or children, one medical grade Avive USB Power and full access to RealConnect Program Management					
AED Trade-in Credit	<i>Trade-in credit is applied against the cost of a new AED purchase. Trade-in Credits offered on a one-to-one basis (one trade-in credit offered per device traded in for every one new Avive Connect AED purchased). Credits are based on the type of AED traded in and market rates, but typically range from \$100-\$500 per AED. Additional trade-in credits may apply on a case-by-case basis so long as they are agreed to in writing between the Parties.</i>	1	1		varies	approx. \$1255.75-\$855.75 depending on value of trade-in offered
REALConnect Services included in first year of purchase for item AED01 and during term of LIFESaver Plan purchase (item AED01L)	REALConnect Services are an online portal used to manage and oversee maintenance aspects of the Avive Connect AED. The Avive Connect AED can share data wirelessly by WiFi, cellular, Bluetooth, and GPS. Data includes health and status information like the location and readiness status of all AEDs. Notifications can be sent for AED use, temperature alerts, and similar conditions to help AED owners ensure their program is functioning properly. REALConnect Services include up to one electrode pad replacement per AED per year due to expiration or AED use for each AED unit on active, uninterrupted services. REALConnect Services are included in the first year of purchase (for item AED01). After the first year, owners can optionally renew REALConnect Services. and during active, ongoing subscription to LIFESaver Subscriptions (AED01L).	1	1%			

AED uses rechargeable batteries so there is **NO** on-going cost of replacement batteries
 Dual Language at **NO** extra cost
 Every device is equipped with **Child Mode** at no extra cost
 Universal Pads: AED uses the same set of pads for adults and pediatric patients, so only one set of pads is necessary for adults and while in child mode

Issued by the State of Oklahoma
~~Solicitation Number EV00000354~~
Solicitation Number EV00000354
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Attachment H COST & DELIVERY TIME PROPOSAL INSTRUCTIONS	
H.1	Read and review the complete RFP for Automated External Defibrillator (AED) Units and Accessories to identify the categories of requested cost and estimation for AED Units and supplies.
H.2	Each category has its own cost schedule and tab. At the bottom of this Cost Proposal spreadsheet, select the tab for the category(s) for which you are submitting a proposal, ensuring a tab is filled out for every category of response as well as the estimated delivery times of any proposed items.
H.3	Write your company name and price validity period in the appropriate lines of each Category Spreadsheet you are proposing.
H.4	Fill in the white boxes with the required information for each category you are proposing, this document will serve as your full-line catalog offering. Offeror must provide a whole number discount (e.g. 10%, not 10.3%) for each item listed. If not bidding, mark "No Bid" for that Category. Offeror must provide separate pricing for AED accessories (on the appropriate tab) that are compatible with the AED units being proposed.
H.5	All AED catalog offerings are considered for the purpose of this solicitation. Value-add items/services can be added on the Value-Add tab but will not be scored. Listed value-add items may be considered for addition to the contract to those offeror's awarded a master agreement.
H.6	All discounts offered must include all anticipated charges, including but not limited to, freight and delivery, warehousing, transaction fees, overhead, profits, and NASPO Administrative Fee (0.25%). The proposed discount as awarded will be the minimum discount; higher discounts may be negotiated between the ordering Participating Entity and the Contractor, but the discount may not ever drop below the discount offered in this proposal.
H.7	Completed Cost Proposals must be included in your proposal, sealed separately and labeled per instruction in the RFP Summary section III.3. Failure to include a completed Cost Schedule with your submittal will cause your submittal to be deemed non-responsive.
H.8	The Value-Add tab of this Cost Schedule Spreadsheet is for entering any value-add discount off of normal rates for services your company may wish to include in its Master Agreement if awarded. These optional services you list under the Value-Add category will not be evaluated in the cost equation for scoring in this solicitation, but they will be made part of the Master Agreement(s) resulting from this solicitation as value-add service options. If your company does not wish to provide one or more of the services listed in this Category, leave those lines blank. If there are any additional service options you would include that aren't listed, write them in the blank lines provided along with the discount to be applied to that service. Value-added services not listed on this submittal form will not be allowed under this Master Agreement without prior written approval from the Lead State Procurement Officer.

**Request for Proposals for
AED Units and Accessories**

Issued by the **State of Oklahoma**

Solicitation Number EV00000354

Offeror Name:Avive Solutions		
Validity Period:	Start/End 01-01-2024 - 12-31-2024	
AED Accessories		
Item Number	Product Description	UOM
ACC01	One (1) single-use Avive AED Pad Cartridge. Each cartridge contains two (2) adhesive electrode pads and can be used on either adults or children for analysis and defibrillation.	
ACC08	One (1) Avive Training Cartridge. The Avive Training Cartridge contains two (2) pads that can be used for training purposes. NOTE: The Avive Training Cartridge is FOR TRAINING PURPOSES ONLY AND WILL NOT DELIVER DEFIBRILLATION THERAPY.	
ACC03	One (1) Avive AED Charge Stand. This wall mount stand comes with one (1) 2-meter (6.6 foot) Avive USB Charging Cable and one (1) medical-grade Avive USB Power Adapter. Wall screws and wall anchors are included.	
ACC05	One (1) medical-grade Avive USB Power Adaptor to charge your Avive Connect AED. Compatible with the Avive USB Charging Cable (not included). Input 100-240 VAC, 50-60 Hz.	
ACC07	One (1) one-meter (3.3 foot) Avive USB Charging Cable. Compatible with the Avive USB Power Adapter (not included).	
ACC02	One (1) compact, high-quality CPR/AED rescue kit containing: one (1) one-way face shield, one (1) pair of nitrile gloves (not made with natural rubber latex), one (1) set of emergency shears, one (1) medical prep razor, one (1) absorbent dry towel, one (1) antiseptic towelette, and one (1) biohazard bag.	
ACC11	One (1) Avive Hard Carrying Case, designed to keep your Avive Connect AED safe in the harshest conditions.	
ACC04	One (1) vinyl, multi-configurable wall sign measuring 14.75" x 9" with pre-drilled holes (screws are not included) to help drive awareness to your AED's location.	
PKG07	Includes one (1) compact wall cabinet with door-activated alarm and one (1) Semi-Rigid Carrying Case (ACC09) to securely store your Avive Connect AED.	
PKG08	Includes one (1) compact wall cabinet with door-activated alarm and one (1) Avive AED Charge Stand (ACC03) to securely store your Avive Connect AED.	
ACC09	Includes one (1) ultra-compact Semi-Rigid Carrying Case measuring approximately 8.9"x7.5"x4.5". Designed to securely store your Avive Connect AED, an Avive CPR/AED Rescue Kit, and a spare Avive AED Pad Cartridge or Avive Training Cartridge (not included).	

[Add additional rows as needed.]

Estimated Delivery Time: 1-2 weeks for order < 100 units. 3-4 weeks for orders of 100+ units



OKLAHOMA
Office of Management
& Enterprise Services

QTY per UOM	List Price	% Discount	Net Price
	\$119.99	20.00%	\$ 95.99
	\$99.99	30%	\$ 69.99
	\$99.99	10%	\$ 89.99
	\$24.99	10%	\$ 22.49
	\$9.99	10%	\$ 8.99
	\$28.99	20%	\$ 23.19
	\$219.99	20%	\$ 175.99
	\$14.99	10%	\$ 13.49
	\$249.99	25%	\$ 187.49
	\$249.99	30%	\$ 174.99
	\$149.99	30%	\$ 104.99

**Request for Proposals for
AED Units and Accessories**
Issued by the **State of Oklahoma**
Solicitation Number EV00000354

Offeror Name: Avive Solutions	
Validity Period:	01-01-2024 - 12-31-2024
Value-Add	
Value-Add: Examples include battery replacement plans, unconventional training	
Item Number or Service	Product/Service Description
AED01L LIFESaver Plan	One (1) Avive AED with Connect. Comes equipped with one (1) single-use Avive AED Pad Cartridge that can be used on either adults or children, one (1) medical-grade Avive USB Power Adapter, one (1) Avive USB Charging Cable, and full access to REALConnect Services.
	The LIFESaver plan includes replacement electrode pads if they are used during an emergency or expire during the term of the LIFESaver plan for no extra cost. (pad replacement offered up to one set of pads per AED per year of uninterrupted payments
	One (1) Avive AED with Connect. Comes equipped with one
	single-use Avive AED Pad cartridge that can be used on either
	adults or children, one medical grade Avive USB Power
	and full access to RealConnect Program Management
	**Additional Terms
	Avive LIFESaver Plan
	For the sake of clarity, the 'Avive LIFESaver Plan' is a 5-year product where the customer will be invoiced for the annual service total on this order on years 2, 3, 4, and 5 from the effective date.

AED Trade-in Credit	<p><i>Trade-in credit is applied against the cost of a new AED purchase. Trade-in Credits offered on a one-to-one basis (one trade-in credit offered per device traded in for every one new Avive Connect AED purchased). Credits are based on the type of AED traded in and market rates, but typically range from \$100-\$500 per AED. Additional trade-in credits may apply on a case-by-case basis so</i></p>
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long as they are agreed to in writing between the Parties.

REALConnect Services included in first year of purchase for item AED01 and during term of LIFESaver Plan purchase (item AED01L)	REALConnect Services are an online portal used to manage and oversee maintenance aspects of the Avive Connect AED. The Avive Connect AED can share data wirelessly by WiFi, cellular, Bluetooth, and GPS. Data includes health and status information like the location and readiness status of all AEDs. Notifications can be sent for AED use, temperature alerts, and similar conditions to help AED
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AED uses rechargeable batteries so there is NO on-going cost of replacement batteries

Dual Language at NO extra cost

Every device is equipped with Child Mode at no extra cost

Universal Pads: AED uses the same set of pads for adults and pediatric patients, so only one set of pads

1	1%	
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is necessary for adults and while in child mode

Participating Addendum Number CC250181001
for
Statewide Automatic External Defibrillator (AED) & Accessories
between
State of Missouri
and
Avive Solutions, Inc.

This Participating Addendum is entered into by the State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in the State of Oklahoma Master Contract Agreement awarded in connection with solicitation EV00000354, Oklahoma Statewide SW0300, executed by Contractor and the State of Oklahoma for Automatic External Defibrillator (AED) & Accessories ("Master Agreement"):

Avive Solution, Inc.
185 Valley Drive
Brisbane, CA 94005

PARTICIPATING ADDENDUM CONTACTS.

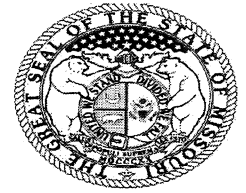
Contractor's contact for this Participating Addendum is:

Carly Meiller
Sales Enablement Manager
contracts@avive.life
(415) 960-3959
<https://avive.life/>

Participating Entity's contact for this Participating Addendum is:

Tammy Havalias
Sr. Procurement Analyst
tammy.havalias@oa.mo.gov
(573) 751-6108

- I. **TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- III. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- IV. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
 - a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.



- b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

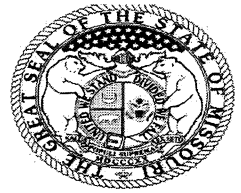
- V. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VI. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The State of Missouri has a 1% administrative fee on the total payments received by the contractor, to be paid each quarter throughout the year. The contractor will track these payments received on the Missouri Statewide Contract Quarterly Administrative Fee Report and the Missouri Statewide Contract Quarterly Usage Report and submit both reports to the State of Missouri.
- VII. FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Missouri Economic Impact
 - b. State of Missouri Coop Contract Document CC25xxx001, including Attachments 01 – 03 (attached separately)
- IX. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Carly Meiller
Sales Enablement Manager
contracts@avive.life
(415) 960-3959
<https://avive.life/>

For Participating Entity:

Tammy Havalias
Sr. Procurement Analyst
tammy.havalias@oa.mo.gov
(573) 751-6108



X. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:
PARTICIPATING ENTITY:**

Handwritten signature of Mark Peters in black ink.

Signature

Mark Peters
Printed Name

VP of Sales
Title

July 31, 2024
Date

Handwritten signature of Karen S. Boeger in black ink.

Signature

Karen S. Boeger
Printed Name

Director of Purchasing
Title

8-2-2024
Date

ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

We currently do not have any employees or business locations in Missouri, we are a California based business doing business across the nation.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CC250181001.

We provide Automated External Defibrillators (AEDs) and accessories.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

We do not sell taxable tangible personal property or provide taxable services in the State of Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

N/A

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

N/A