

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: March 5, 2019

Presenter's Name and Title: Dexter Williams, Chief of Police, on behalf of the Police Department

Prepared By: Kim Morrow-Lopez, Accreditation and Programs Manager

Temp. Reso. Number: 6899

Item Description: Temp. Reso. No. 6899, AUTHORIZING THE EXPENDITURE OF \$62,790 OF LAW ENFORCEMENT TRUST FUNDS FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATOR ("AED") MACHINES FOR THE POLICE DEPARTMENT FROM CARDIAC SCIENCE CORPORATION, UTILIZING THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. 42172101-18-NASPO-ACS. (*Chief of Police Dexter Williams*)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Upon approval, funds in the amount of \$62,790 will be transferred from the Law Enforcement Trust Fund – Equitable Sharing-Justice Program – Appropriated Fund Balance, Account No. 160-20-000-521-000-609990-92220, into "Noncapital Equipment", Account No. 160-20-000-521-000-605251-92220 for the purchase of the AED machines.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 6899**
- **Attachment(s)**
 - **Attachment 1: Cardiac Science Quote**
 - **Attachment 2: State Purchasing Contract**
 - **Attachment 3: Available Funds in LETF**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *[Signature]*

BY: Dexter Williams, Chief of Police

DATE: February 27, 2019

RE: Temp. Reso. No. 6899, authorizing the expenditure of \$62,790 of Law Enforcement Trust Funds for the purchase of Automated External Defibrillator ("AED") machines for the Police Department

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 6899, authorizing the expenditure of \$62,790 in Law Enforcement Trust Funds ("LETFS") to purchase AED machines for Police operations.

ISSUE: Approval from the City Commission is required to spend funds from the LETF per the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies.

BACKGROUND: With community safety in mind, patrol vehicles are equipped with automated external defibrillators or "AED's". These machines are sophisticated, yet easy-to-use, medical devices that can analyze the heart's rhythm and, if necessary, deliver an electrical shock, or defibrillation, to help the heart reestablish an effective rhythm. The current equipment that the Police Department utilizes is old technology that no longer is able to be serviced. The intent is to use federal LETFs funding for the purchase of 42 new units that will be deployed as necessary to Police officers on the road.

The State of Florida, Department of Management Services entered into a contract with Cardiac Science Corporation on April 1, 2018, for the purchase of AEDs and accessories ("State of Florida Contract"), utilizing the competitively procured State of Oklahoma contract. The City has the authority to piggyback the State of Florida Contract, pursuant to Sections 2-413.

Temp. Reso. No. 6899
1/17/19
2/20/19

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$62,790 OF LAW ENFORCEMENT TRUST FUNDS FOR THE PURCHASE OF AUTOMATED EXTERNAL DEFIBRILLATOR (“AED”) MACHINES FOR THE POLICE DEPARTMENT FROM CARDIAC SCIENCE CORPORATION, UTILIZING THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. 42172101-18-NASPO-ACS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, approval of the City Commission is required to spend funds from the Law Enforcement Trust Fund (“LETf”) per the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies; and

WHEREAS, the Chief of Police certifies that the expenditure of \$62,790 in LETFs to purchase these items complies with the rules set forth in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, in that the funds were not considered in the adoption and approval of the Police Department’s budget; and

WHEREAS, the Chief of Police certifies that the expenditure of \$62,790 in LETFs to purchase this equipment complies with the rules set forth in the Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies, in that the funds are not being used as a normal source of revenue for the Police Department; and

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WHEREAS, the Chief of Police certifies that the expenditure of \$62,790 in LETFs to purchase these items complies with the Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the City Manager recommends approval of the expenditure of \$62,790 in LETFs to purchase AED machines; and

WHEREAS, the City Commission deems it to be in the best interest of the residents of the City of Miramar to approve the expenditure of \$62,790 in LETFs to purchase AED machines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the expenditure of \$62,790 in Law Enforcement Trust Funds to purchase AED machines for Police operations is approved.

Section 3: That the appropriate City officials shall do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6899
1/17/19
2/20/19

Section 4: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney
Weiss Serota Helfman
Cole & Bierman, P. L.

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Darline B. Riggs
Mayor Wayne M. Messam

Voted

Reso. No. _____

Cardiac Science Corporation

Hello Chief Williams,

As always, it was good to see you again. Attached is the quote for the new AED Technology - the G5 Fully Automatic Bilingual AED. Our State of Florida contract # is 421725101-18-NASPO-ACS. The Contract period is from 10/5/18-10/4/19. We are also providing 8 units at no charge with the purchase of 42 G5 AEDs. Cost includes freight.

To place your order, please email it to: ccpo@cardiacscience.com and kindly copy me at rwilliams@cardiacscience.com

If you have any questions or need anything else, please call me at 407/467-6016.

Thank you very much!
 rob

Company Address

Cardiac Science Corporation
 500 Burdick Pkwy
 Deerfield, WI 53531

Created Date January 8, 2019
Quote Number 00007116
Expiration Date March 31, 2019

Prepared By Rob Williams

Email rwilliams@cardiacscience.com

Contact Name Dexter Williams

Phone
Email dwilliams@miramarpd.org

Bill To Name Miramar Police Dept

Bill To
 Miramar, FL

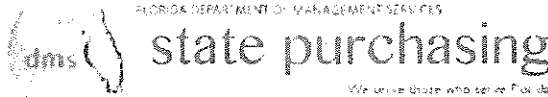
Ship To Name Miramar Police Dept

Ship To
 ,

Quote To Name Dexter Williams

Product	List Price	Sales Price	Quantity	Total Price
G5A-80A-P Powerheart G5 Fully Auto Dual Language Quick Response Pkg: (1) G5 Fully Auto dual language English/LatAm Spanish AED, (1) G5 IntelliSense Battery; (2) sets G5 Intellisense adult defibrillation pads; (1) Premium Carry Case; (1) Universal Ready Kit; (1) AED Manager; (1) USB Cable, (1 set) printed G5 User Guide, Steps To Rescue, Getting Started (ENG), (1 set) printed G5 User Guide, Steps To Rescue, Getting Started (ESP) and multi-lingual Electrode Instructions For Use	\$ 2130.00	\$ 1495.00	42	\$ 62790.00

Subtotal \$ 62790.00
 Estimated Shipping \$ 0.00
 Estimated Tax \$ 0.00
Grand Total \$ 62790.00



**Alternate Contract Source (ACS)
Participating Addendum
No. 42172101-18-NASPO-ACS
For
AED Units and Accessories**

This Participating Addendum is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and Cardiac Science Corporation (Contractor), collectively referred to herein as the "Parties." This Participating Addendum covers the AED Units and Accessories products let by the State of Oklahoma for use by state agencies and other entities, as permitted by their own laws, ordinances or rules, located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.

The Department is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of Oklahoma acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured AED units and Accessories, and signed contract number OK-SW-300 with the Contractor, attached hereto as Exhibit B (Master Agreement). The Master Agreement is effective October 5, 2017, and terminates on October 4, 2018. Renewal options are available.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternative source contract is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Participating Addendum will become effective on April 1, 2018 or on the date the document is signed by all Parties, whichever is later, consistent with the Master Agreement, unless terminated earlier in accordance with the Special Contract Conditions or by the Participating State.

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AED Units and Accessories**

2. Renewal.

Upon agreement of the Parties, this Participating Addendum may be renewed. Renewals must be in writing and are subject to the same terms, conditions, and modifications set forth in this Participating Addendum.

3. Quarterly Sales Reports

The Contractor agrees to submit a Quarterly Sales Report (Exhibit D) to the DMS Contract Manager in the format to be provided by the Contract Manager thirty (30) business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30). Additional changes may be requested and implemented by the DMS Contract Manager after award and during the life of the Participating Addendum. The Quarterly Sales Report format can be found at this link:
https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/vendor_sales_report_format

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this Participating Addendum) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity.

Failure to provide quarterly sales reports, within thirty (30) business days following the end of each quarter (January, April, July, and October) may result in the Contractor being found in default and may cause termination of the Participating Addendum. Quarterly submissions of the Quarterly Sales Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed reports and send by email to the Contract Manager. A sample Quarterly Sales Report form is attached as Exhibit D.

4. Modifications or Additions to Master Agreement.

As used in this document, Participating Addendum (whether or not capitalized) shall, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Participating Addendum must be in writing and signed by all Parties.

All Exhibits attached or listed below are incorporated in their entirety into, and shall form part of this Participating Addendum. Exhibit A modifies or supplement the terms and conditions of the Master Agreement. The Parties agree that these modifications or

**Alternate Contract Source (ACS)
Participating Addendum
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For
AED Units and Accessories**

additions shall apply to actions between the Contractor and the State of Florida (including participating Florida agencies and eligible users). In the event of a conflict, the following order of precedence shall apply:

- a) This Participating Addendum and amendments, with the latest issued having priority.
- b) Exhibit A: Special Contract Conditions (Florida);
- c) Exhibit B: Master Agreement;
- d) Exhibit C: Preferred Pricing Affidavit

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

5. Purchase Orders.

Upon execution of this Participating Addendum, Customers, as defined in Section 1.1 of the Special Contract Conditions (Exhibit A), may purchase products and services under this Participating Addendum using this State of Florida ACS number 42172101-18-NASPO-ACS. Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in this Participating Addendum and its Exhibits.

6. Subcontractors.

All Contractor dealers and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement. The Contractor dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Primary Contacts

Department's Contract Manager:

Robert Wolff
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Robert.Wolff@dms.myflorida.com

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Contractor's Contract Manager:

Lorraine Murphy

Telephone: (262) 953-3540

Email: bidadministration@cardiacscience.com

8. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

9. Entire Agreement of the Parties

This document and the attached exhibits constitute the ACS and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

IN WITNESS THEREOF, the Parties hereto have caused this agreement, which includes the attached and incorporated Exhibits, to be executed by their undersigned officials as duly authorized. This agreement is not valid and binding until signed and dated by the Parties.

**CONTRACTOR,
CARDIAC SCIENCE CORPORATION**


DocuSigned by:


A3048E0200D8847B
Dan Harrington, CFO

3/27/2018 | 2:18:32 PM CDT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**


Rosalyn Ingram
Director of State Purchasing and
Chief Procurement Officer

4/4/18
Date:



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

AMENDMENT NO.: 1

Contract No.: 42172101-18-NASPO-ACS

Contract Name: Automated External Defibrillator (AED) Units and Accessories

This Amendment ("Amendment"), effective as of 08/01/2018 ("Amendment Effective Date"), to the Automated External Defibrillator (AED) Units and Accessories Contract No. 42172101-18-NASPO-ACS ("Contract"), is between the State of Florida, Department of Management Services ("Department") and **Cardiac Science Corporation** ("Contractor") collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Cardiac Science Corporation for the provisions of construction and industrial equipment; and,

WHEREAS the Parties agree to amend the Contract, in accordance with Section 6.9, Modification and Severability, of the Special Contract Conditions;

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

The contract is amended to replace Exhibit A: Special Contract Conditions, as revised 03/30/2018, in its entirety. The revised Special Contract Conditions shall apply to this Contract upon the Amendment Effective Date.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

By: 

Name: Rosalyn Ingram
Title: Director of State Purchasing
Date: 8/6/18

Contractor:
Cardiac Science Corporation

By: 

DocuSigned by:
F21202C9881F42A
Name: Dan Harrington
Title: Chief Financial Officer
Date: 7/24/2018 | 2:37:09 PM CDT

AED Units and Accessories
Contract No.: 42172101-18-NASPO-ACS

EXHIBIT A SPECIAL CONTRACT CONDITIONS

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In accordance with Rule 60A-1.002(5), F.A.C., Form PUR 1000 is included herein by reference, but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes, (F.S.) and rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department or Customer will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction

within a specified time, otherwise the Contract will terminate at the end of such time; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

(a) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those which are similar in size, scope, and terms. Contractor must annually submit an affidavit from an authorized representative attesting that the Contract is in compliance with this clause.

(b) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain detail sufficient for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract. If applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders must not exceed the expiration of the Contract by more than twelve (12) months.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing, and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

AED Units and Accessories
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3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager by certified mail, return receipt requested; reputable air courier service; email; personal delivery; or as otherwise identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be provided in a separate writing to the Contractor upon Contract signing in the following format:

Jane Doe
Address
Telephone #
Email

In the event that the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

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4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be provided in a separate writing to the Department upon Contract signing in the following format:

Jane Doe
<Insert Contractor name>
<Insert Contractor's physical address>
Telephone: (XXX) 555-XXXX
Email: jane.doe@business.gmail.com

In the event that the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises, and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each Department purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <http://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <http://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

5.5 Contractor Certification.

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to sections 215.4725, F.S., and 215.473, F.S., respectively. Pursuant to section 287.135(3), F.S., and 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include, but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.7 Inspection.

Section 215.422, F.S., provides that agencies have five (5) working days, unless the contract specifies otherwise, to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also limited according to section 215.422, F.S.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the Department and are not entitled to State of Florida benefits. The Department will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Contract.

6.4 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor.

Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding each and every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Agencies wishing to make purchases under this Contract are required to follow the requirements of section 287.042(16) or 287.057(3) (b), F.S., and rule 60A-1.045, F.A.C. These provisions require the Department to determine that the requesting agency's use of the Contract is cost-effective and in the best interest of the State.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, government entities may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Non-Customer purchases are independent of the Contract between the Department and the Contractor. The Department is not a party to any transaction between the Contractor and any purchaser.

SECTION 7. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE, AND INDEMNIFICATION

7.1 Workers' Compensation Insurance.

To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting contract are covered by the Contractor's insurance program. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include the State of Florida as an additional named insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor must submit via email, to the Department's contract manager, insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department and provide Department notice of any cancellation or nonrenewal at least ten (10) calendar days prior to cancellation or nonrenewal.

7.3 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, the Customer, and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Department or Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT AND INTELLECTUAL PROPERTY.

8.1 Public Records.

The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with the Contract.

Pursuant to section 119.0701(2) (a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Confidential Information.

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or

otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department or the Customer will be owned by the State of Florida at the completion of the Contract.

Any inventions or discoveries developed in the course of or as a result of services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made in connection with the Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of any and all patents resulting from any invention or discovery made in connection with this contract.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed in connection with the Contract are the sole property of the State of Florida.

SECTION 9. DATA SECURITY AND SERVICES.

9.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida data including, but not limited to, a secure area around any displayed visible data. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

9.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Customer and will entitle the Customer to a credit as provided in the Contract documents. This credit is intended only to cover the Customer's internal

staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Customer from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Customer to recover any damages arising from a breach of this section and constitutes an event of default.

The Contractor must notify the Department and the Customer as soon as possible, in accordance with the requirements of section 501.171, F.S., if applicable, and in all events within one (1) business day in the event Contractor discovers any data is breached, any unauthorized access of data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of data occurs, or of any credible allegation or suspicion of a material violation of the above. This notification is required regardless of the number of persons or type of data affected. The notification must be clear and conspicuous and include a description of the following:

- (a) The incident in general terms.
- (b) The type of information that was subject to the unauthorized access and acquisition.
- (c) The type and number of entities who were, or potentially have been affected by the breach.
- (d) The actions taken by the Contractor to protect the data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

9.3 Remedial Measures.

Upon becoming aware of an alleged security breach, Contractor's Contract Manager must set up a conference call with the Department's and the Customer's Contract Manager. The conference call invitation must contain a brief description of the nature of the event. When possible, a thirty (30)-minute notice will be given to allow Department personnel to be available for the call. If the designated time is not practical for the Customer, an alternate time for the call will be scheduled. Contractor must share all available information on the call. The Contractor must answer all questions based on the information known at that time and answer additional questions as additional information becomes known. The Contractor must provide the Department and the Customer with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor must notify the Department's and the Customer's Contract Manager and in all events, within one business day.

9.4 Indemnification (Breach of Warranty of Security).

The Contractor agrees to defend, indemnify, and hold harmless the Department, the Customer, and the State of Florida, its officers, directors, and employees for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period of time following the breach.

9.5 Annual Certification.

The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract execution and during the Contract's term.

10.3 Communications.

Contractor shall not, without first notifying the Department's Contract Manager and securing the Department's prior written consent, make public statements which concern the Contract or its subject matter, disclose or permit disclosure of any data or information obtained or furnished in accordance with the Contract, or use any statement attributable to the Department or its employees. Public statements include press releases, publicity releases, promotions, marketing materials, corporate communications, or other similar communications. The Department's written consent shall not be construed to supersede or waive the Contract requirements imposed on the Contractor to maintain confidential information.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Department will notify the Contractor. The correction must be made within a time-frame specified by the Department. The Contractor must provide the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department.

If the corrective action plan is unacceptable to the Department, or implementation of the plan fails to remedy the performance deficiencies, the Department will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited in order to compensate the Department for the performance deficiencies.

11.3 Liquidated Damages.

The Contractor will promptly notify the Department or the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

The Contractor acknowledges that untimely performance or other material noncompliance will damage the Department, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or

delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners or agents of the Contractor, pertaining to this Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The State of Florida's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State of Florida's Chief Financial Officer or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives, and subcontractors to provide fingerprints and be subject to such background checks as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure

that all background screening will be refreshed upon the request of the Department for each person during the term of the Contract.

13.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and

(k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. INFORMATION TECHNOLOGY.

The following applies to all contracts for information technology commodities and contractual services. "Information technology" is defined in section 287.012(15), F.S., to have the same meaning as provided in section 282.0041, F.S.

14.1 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to backup data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due to the Contractor under any contract with the State.

14.2 Information Technology Standards.

Pursuant to sections 282.0051 and 282.318, F.S., the Agency for State Technology (AST) is to establish standards for the implementation and management of information technology resources. Vendors agree to cooperate with the agency in furtherance of its efforts to comply with AST standards, established in Title 74, F.A.C., as applicable.

EXHIBIT B



OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD AED UNITS AND ACCESSORIES

Office of Management and Enterprise Services

Central Purchasing Division

5005 North Lincoln Boulevard

Oklahoma City, OK 73105

And

Cardiac Science Corporation


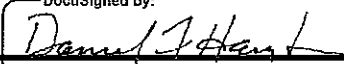
500 Burdick Parkway

Deerfield, WI 53531

Master Agreement Number: OK-SW-300

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

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

<p align="center">STATE OF OKLAHOMA Ferris J. Barger, State Purchasing Director</p>	<p align="center">CONTRACTOR Cardiac Science Corporation</p>
<p>By: </p>	<p>By:  <small>DocuSigned by:</small> Daniel J. Harrison</p>
<p>Date: 10/5/17</p>	<p>Date: 9/26/2017 1:09:42 PM CDT Title: Chief Financial Officer</p>

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

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OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Summary

1. Scope of Work Defined.

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

2. Categories of Products Offered.

This Master Agreement will offer the following categories of products: First Responder AEDs.

3. Master Agreement Order of Precedence.

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

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

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

4. Master Agreement Effective Date

This Master Agreement is effective as of the date of the last signature above.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Exhibit A – Terms and Conditions

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. Period of Performance

The initial term of the master agreement shall be 1 (one) year with renewal provisions as outlined in Section 7.3 of the NASPO ValuePoint Master Terms and conditions (Section B of this Exhibit) which typically extend the original contract period for four (4) additional years.

2. Contract Administrator

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

Theresa Johnson, Strategic Initiatives Purchasing Officer
State of Oklahoma, OMES Central Purchasing
5005 N. Lincoln Blvd., STE 300
Oklahoma City, OK 73105
Theresa. Johnson@omes.ok.gov
Phone: 405/522-1037

3. Authorized Users

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

4. Definitions

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

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

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

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

5. Certification of Non-Debarment

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

Participants:

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

6. Insurance

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

7. Governing Laws and Regulations

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

8. NASPO ValuePoint Administrative Fee and Reporting Requirements

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

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

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

9. NASPO ValuePoint eMarket Center

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

10. Cost, Prices, and Rates

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

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

11. Oklahoma Open Records Act

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

12. Contractor Single Point of Contact

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

B. NASPO VALUEPOINT TERMS AND CONDITIONS

1. Master Agreement Order of Precedence

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

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

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product.

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

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

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

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

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

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National

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

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

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

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

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

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

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

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

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

4. Amendments

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

5. Participants and Scope

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

where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

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

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.
- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 7.26 a. shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

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

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

- (1) state;
- (2) entity/customer type, e.g. local government, higher education, K12, non-profit;
- (3) Purchasing Entity name;
- (4) Purchasing Entity bill-to and ship-to locations;
- (5) Purchasing Entity and Contractor Purchase Order identifier/number(s);
- (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices);
- (7) Purchase Order date;
- (8) Ship Date; and
- (9) Line item description, including product number if used.

The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Attachment I – Usage Reporting Template

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and

sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

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

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. If the solicitation requires either a catalog hosted on or integration of a punchout site with eMarket Center or either solution is proposed by a Contractor and accepted by the Lead State, the provisions of the eMarket Center Appendix to these NASPO ValuePoint Master Agreement Terms and Conditions apply.

10. Right to Publish

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

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or

amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;

- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery

- a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, 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 shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the Purchasing Entity placing the Order.
- c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the item description, brand and manufacturer product number, quantity, and the Ordering Entity's Purchase Order number.

15. Laws and Regulations

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

16. Inspection and Acceptance

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

Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.

17. Payment

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

18. Warranty (Negotiated)

Products purchased pursuant to this Master Agreement are subject to the terms and coverage set forth in Section C, Exhibit A of this Master Agreement.

19. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

20. License of Pre-Existing Intellectual Property (Negotiated)

- a. 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.
- b. Purchasing Entity may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Product supplied under this Master Agreement. Through the purchase of the Products under this Master Agreement, Purchasing Entity does not acquire any right, title, or ownership interest in any copyright, patent, trademark, or other intellectual proprietary right related to the Products.

General Provisions

21. Insurance (Negotiated)

- a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct

business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
 - (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that
 - (1) names the Participating States identified in the Request for Proposal as additional insureds,
 - (2) provides that written notice of cancellation shall be delivered in accordance with the policy provisions, And
 - (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.
- g. Contractor shall not contract for the performance of any work herein required without imposing similar obligations contained in this section on any subcontractor so employed. Proof of such subcontractor obligations shall be furnished to the Lead State prior to the subcontractor beginning performance.

22. Records Administration and Audit

- a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief

- a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to
 - (1) any Purchasing Entity's records,
 - (2) personnel records, and
 - (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that

- (1) is or becomes (other than by disclosure by Contractor) publicly known;
- (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
- (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;

- (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality,
 - (5) is disclosed with the written consent of Purchasing Entity or;
 - (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information

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

25. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. Changes in Contractor Representation

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

27. Independent Contractor

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

28. Cancellation

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

29. Force Majeure

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

30. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - (1) Nonperformance of contractual requirements; or

- (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.
- b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
 - (1) Exercise any remedy provided by law; and
 - (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
 - (3) Impose liquidated damages as provided in this Master Agreement; and
 - (4) Suspend Contractor from being able to respond to future bid solicitations; and
 - (5) Suspend Contractor's performance; and
 - (6) Withhold payment until the default is remedied.
 - d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing.

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

32. Debarment

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

33. Indemnification (Negotiated)

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. Contractor shall defend, indemnify and hold harmless any person or entity who purchases, rents, leases, or uses/deploys the Product from Contractor or one of its authorized distributors from and against any claim arising out of personal injury caused by the Product if and to the extent the claim is based on the failure of the Product to function or perform in accordance with its specifications or defects in design, material, or workmanship of the Product. For the purposes of this section, Indemnified Party shall mean NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable and any person or entity who purchases, rents, leases, or uses/deploys the Product from Contractor or one of its authorized distributors.

(1) Contractor shall have no obligation to defend any person or entity against a claim if the person or entity uses the Product in any manner other than its intended purpose or if the person or entity who purchases, rents, or leases the Product does not follow the required maintenance procedures.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of a 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 claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and

expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

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

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) specified by the Contractor to work with the Product; or
 - (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (d) It would be reasonably expected to use the Product in combination with such product, system or method.
- (2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

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

35. Governing Law and Venue

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

36. Assignment of Antitrust Rights

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

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed

or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and

Purchasing Entities for incorporation in Orders placed under this Master Agreement.

38. Leasing or Alternative Financing Methods

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

eMarket Center Appendix

- a. This Appendix applies whenever a catalog hosted by or integration of a punchout site with eMarket Center is required by the solicitation or either solution is proposed by a Contractor and accepted by the Lead State.
- b. Supplier's Interface with the eMarket Center. There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.
- c. At a minimum, the Contractor agrees to the following:

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

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

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

- (b) Punch-Out Catalog. By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a. Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-

to-date by providing a written update [every Insert Time Frame Here] to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

- d. **Revising Pricing and Product Offerings:** Any revisions to product/service offerings (new products, altered SKUs, new pricing, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in Page 21 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - (1) Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the 1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).
 - (2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.
- e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.
- f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:
 - (1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offerings the Contractor is authorized to provide in accordance with the cooperative contract; and
 - (2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract and
 - (3) The Catalog must include a Lead State contract identification number; and
 - (4) The Catalog must include detailed product line item descriptions; and
 - (5) The Catalog must include pictures when possible; and
 - (6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

- g. Order Acceptance Requirements: Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Page 22 of 22 NASPO ValuePoint Master Agreement Ts and Cs, (November 2015) Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.
- h. UNSPSC Requirements: Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.
- i. Applicability: Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.
- j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.
- k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs. **(March 2016)**

C. CONTRACTOR'S TERMS AND CONDITIONS CONTAINED IN RESPONSE AS REVISED AND ACCEPTED BY THE LEAD STATE

1. Limited Warranty

Cardiac Science, Corporation ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

For How Long? This Limited Warranty covers the following products or parts for the following time periods:

- Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED automated external defibrillators with AED battery P/N (9146). Warranty duration for the pads, batteries and accessories are covered below.
- Disposable defibrillation pads shall be warranted until the expiration date.
- Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED.

One (1) year from the date of original shipment to the original purchaser for Powerheart AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What You Must Do Please complete and submit the Warranty Validation Form within 30 days of original shipment. You will find the Warranty Validation Form enclosed in your original package, or you can fill it out and submit it online at http://www.cardiacscience.com/products/aed_warranty.cfm. Or, complete and mail the warranty validation card enclosed in your original package.

To obtain warranty service for your product, call us toll free at 888.466.8686 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone if necessary and at our sole discretion, we will arrange for service or a replacement of our product.

What We Will Do: If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies. Cardiac Science retains the exclusive right to repair or replace the product or offer a full refund of the purchase price at its sole discretion.

Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and Warranty Limits

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED

TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES,

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What This Warranty Does Not Cover This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, product tampering, unauthorized product alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility of Cardiac Science products with any non- Cardiac Science products, parts or accessories.

This Limited Warranty is Void if:

- Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- Any Cardiac Science product is used in conjunction with incompatible products, parts or accessories, including but not limited to batteries. Products, parts and accessories are not compatible if they are not Cardiac Science products intended for use with the Powerheart AED.

If The Warranty Period has Expired: If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at 888.466.8686 for advice as to whether we can repair your Powerheart AED, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Cardiac Science Corporation ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty").

For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

For how long?

This Limited Warranty covers the following products or parts for the following time periods:

- + Eight (8) years from the date of the original shipment to the original purchaser for Powerheart AED automated external defibrillators. Warranty duration for the pads, batteries and accessories are covered below.
- Disposable defibrillation pads shall be warranted until the expiration date.
- + Lithium batteries (part number: XBTAED001) have a full operational replacement guarantee of four (4) years from the date of installation into a Powerheart AED.
- + One (1) year from the date of original shipment to the original purchaser for Powerheart AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

What you must do:

Please complete and submit the Product Registration online at www.cardiacscience.com/services-support/product-registration/.

To obtain warranty service for your product:

Inside the US, call us toll free at 800.426.0337 seven days a week, 24 hours a day. Our technical support representative will try to resolve your issue over the phone.

What we will do:

If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a technical support representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies. Cardiac Science retains the exclusive right to repair or replace the product or offer a full refund of the purchase price at its sole discretion.

Your Cardiac Science product is returned, at the direction of a technical support representative,

alter 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

Obligations and warranty limits:

Limited Warranty Obligation : Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY. YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

What this warranty does not cover:

This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, product tampering, unauthorized product alterations, unauthorized service, unauthorized product case operating, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility of Cardiac Science products with any non-Cardiac Science products, parts or accessories.

This limited warranty is void if:

1. Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
2. Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
3. Any Cardiac Science product is used in conjunction with incompatible products, parts or

accessories, including but not limited to batteries. Products, parts and accessories are not compatible if they are not Cardiac Science products intended for use with the Powerheart AED.

If the warranty period has expired:

If your Cardiac Science product is not covered by our Limited Warranty :

Inside the US, call us toll free at 888.466.8686 for advice as to whether we can repair your Powerheart AED, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

Outside the US, contact your local Cardiac Science representative.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

2. Indemnification

Contractor shall provide indemnification in accordance with Provision 33 of Exhibit A, Section B of this Master Agreement.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT AWARD

Exhibit B – Scope of Work

A. Contract Awards

Contract awards will only be made to manufacturers. Manufacturers should include as a part of their response approved distributors through which contract users are able to purchase products awarded on contract. All approved distributors should be identified using the provided form (Attachment E of the RFP).

If awarded a contract, manufacturers shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added using the provided form (Attachment E of the RFP). The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. The distributor coverage area should be listed in the appropriate section of Attachment E.

Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating State. The Participating State that chooses to exercise this option will define the process to add and remove resellers in their Participating Addendum.

Awards will be made by the following categories: Public Access and Infrequent User AEDs, First Responder AEDs, and Professional Defibrillators. The specifications for each category can be found below. The State reserves the right to issue an award to an Offer or across all responsive categories if an Offeror meets the award criteria for any category or categories.

B. Additional Products

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

C. Product Specifications

All Offerors responding must provide detailed device specifications demonstrating their ability to meet or exceed the listed criteria, or provide a justification as to why alternate specifications should be considered. The State will deem any response that does not meet the specifications listed below without providing adequate justification for an alternate bid non-responsive. Additionally, Offerors should classify products as Class 1 – Having No Medical Training or Class 2 – Slight Medical Training, and any other classes as appropriate. Offerors should include the cost associated with each device being bid separately using the provided Cost Proposal Forms (Attachment C). If cost information is provided outside of the separate cost proposal section, the Lead State reserves the right to redact an Offeror's proposal so that it complies with the requirements of the RFP. Such redaction may have a detrimental effect on the competitiveness of an Offeror's Proposal.

a. Public Access and Infrequent User AEDs

- i. The AED must enhance user performance by displaying visual icons or audible prompts.
- ii. The AED must guide the rescuer in following the proper rescue sequence.
- iii. The AED must utilize a biphasic waveform with maximum energy setting of 200 Joules.
- iv. The AED must be user configurable to adapt to local and changing protocols.
- v. The AED must be capable of automatic self-tests of the internal circuitry delivery system.
- vi. The AED self-tests perform automatic daily self-tests or be user programmable for 1-7 day time intervals.
- vii. The AED must offer the capability of a user-activated manual selftest.
- viii. The AED must include an easily identifiable on/off switch on the front of the device.
- ix. The AED must have an easy to see status indicator that advises users if the unit requires service.
- x. The AED must offer an audible tone that sounds if the unit requires service.
- xi. The AED must record data to an internal memory.
- xii. The AED must include the ability to download data to a computer.
- xiii. The AED must utilize pre-connected, disposable, single use, selfadhesive electrode(s).
- xiv. The electrode must have a shelf life of at least two years.
- xv. The AED must have a cable length of at least 48 inches.
- xvi. The AED must include a patient analysis system that automatically evaluates patient ECG or shockable/non-shockable rhythms.
- xvii. The AED must be able to operate in a temperature range of 32 degrees Fahrenheit to 122 degrees Fahrenheit.
- xviii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.

b. First Responder AEDs

- i. The pediatric algorithm must alter the default energy levels the AED delivers to pediatric patients to levels of 50, 70 and 85 Joules.
- ii. The electrode must offer a CPR rate and depth sensor and an adaptive metronome that assists rescuers in performing proper CPR.
- iii. The AED must offer disposable, single use, self-adhesive electrode(s) for ease of application.
- iv. The AED must utilize a biphasic waveform.
- v. The AED must be capable of operating in semi-automatic and/or manual mode.
- vi. The AED must have the capability of monitoring a patient with a 3 lead patient cable through ECG electrodes.

- vii. The energy settings must be user configurable with a pre-set maximum energy setting of 200 Joules or escalating variable energy range up to 360 Joules.
- viii. The electrode must have a shelf-life of at least two years.
- ix. The AED must invoke a specific pediatric algorithm when pediatric pads are attached.
- x. The AED must have an internal memory capable of recording up to 7 hours of continuous information.
- xi. The internal memory must be configurable to record information on up to four patients.
- xii. The AED must meet water and particulate ingress ratings of IP55.
- xiii. The AED must have a shock or abuse tolerance that passes the one meter, any edge, corner, or surface drop test in standby mode.
- xiv. The AED must have multiple user configurable prompts.

c. Professional Defibrillator Specifications

i. General:

- 1. Unit must be able to digitally record ECG on a standard a removable card (optional).
- 2. Unit must be able to transmit 12-lead ECG information through a fax/modem card.
- 3. External paddles must be available.
- 4. Unit shall have a battery that shall be easily and rapidly replaced.
- 5. Unit shall have an affixed protective roll cage for added device protection.
- 6. Unit shall have integral carry bags providing an independent location for each cable.
- 7. Unit shall be able to be tested through multi-function cable or paddles.
- 8. Unit must provide testing capability which tests: charging, energy delivery, paddles, multi-function cable.
- 9. Unit must have a test cap to allow multi-function cable testing.
- 10. Unit must have built-in AC or DC charging as a standard feature.
- 11. Unit must provide 3 hours typical continuous ECG monitoring time with a new battery.
- 12. Unit must provide 4 hrs typical continuous ECG monitoring time with a new Lithium Ion battery.
- 13. Unit must provide an OPS Clock Sync feature as a standard option.
- 14. The device must be compatible with the AHA Standards for Advanced Cardiac Life Support basis life support and Pediatric Life Support.
- 15. The device must be capable of monitoring the ECG with appropriate display and alarm (visual and audible).

16. The device shall provide normal operating capability for ALS users, including semi-automatic external defibrillation, manual defibrillation, synchronized cardio version and external pacing.
 17. The unit shall have the capability to do Pulse Oximetry, 12 lead ECG, end-tidal CO₂ monitoring, capnography, NIBP, etc.
- ii. Display:
1. Unit must have a high-resolution color liquid crystal display as a standard feature.
 2. Unit must be able to change display from color to black on white or white on black through the push of a button.
 3. Unit must have a screen with a sweep speed of 25 mm I sec.
 4. Unit must have a screen that provides a minimum viewing time of 4 seconds.
 5. Unit must have a display that provides the following information: Heart Rate, Lead/Pads, Alarm On/Off, SpO₂, EtCO₂, NIBP, AED functions and prompts, defibrillator test function, self-test function, error corrections and faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, Synchronized cardioversion, optional EtCO₂ readings, SpO₂ readings and NIBP readings.
- iii. Defibrillator:
1. Unit must utilize a low energy, constant current biphasic waveform.
 2. Unit must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200 joules.
 3. Unit must meet current AHA specifications for biphasic defibrillation.
 4. Unit must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.
 5. Unit must be able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
 6. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.
 7. Unit must have synchronized cardioversion capability with "sync" message displayed on monitor.
 8. Unit must have optional paddles that are external anterior/anterior adult and pediatric paddles.
 9. Unit must contain a built in defibrillator tester that tests energy output and continuity of the multifunction cable and paddles documented on strip chart recorder and optional PCMCIA card.
 10. Unit must have a "Multi-function" cable that is field replaceable.

iv. Recorder:

1. Unit must utilize a thermal strip chart recorder.
2. Strip chart recorder must use at least 90mm paper width thermal recording paper.
3. Strip chart recorder must utilize a 6 second delay.
4. Strip chart recorder must be able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (Pacer version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG, SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
5. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
6. Strip chart recorder must be able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.

v. Pacemaker:

1. Unit must utilize a constant current 40 ms pace pulse width.
2. Unit must have a continuously variable current level.
3. Unit must have a continuously variable pacing rate from 30- 180 ppm.
4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
5. The heart rate alarms must function in the pacing mode.
6. Unit must have mechanism to allow viewing of intrinsic patient rhythm without losing pacing capture.
7. Unit must be configurable for initial setting of pacing rate.
8. Unit must display pacing rate and milliamps on display.
9. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.
10. Unit must be able to pace through multi-function or pacing electrodes.

vi. 12- lead ECG:

1. The 12-lead parameter must reside within a defibrillator weighing less than 15 lbs.
2. The 12-lead parameter must be able to provide a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.
3. The 12-lead parameter must be capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
4. The 12-lead parameter must allow direct transmission of 12- lead ECG via land or cell phone to a standard fax machine.

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

vii. Pulse Oximetry:

1. The unit must have an integral pulse oximeter or be upgradeable to include an integral Pulse Oximeter.

2. The unit must utilize pulse oximetry that has FDA 51 Ok clearance for use during patient motion and low perfusion.
3. The unit must utilize sensors that work in bright sunlight.
4. The unit must utilize a pulse oximeter with alarms that are user adjustable in the field.

viii. Capnography:

1. The unit, when purchased with SpO₂, must have an EtCO₂ port.
2. All units with an EtCO₂ port must be upgradeable to include CO₂ by plugging in a mainstream or sidestream CAPNO 5 sensor.
3. The unit must be able to offer the option to upgrade to either mainstream or sidestream capnography with sensor located outside of the unit allowing easy service and replacement if needed.
4. The defibrillator must be capable of providing continuous EtCO₂ and Respiratory Rate readings as well as a capnogram for on-screen display or print-out.
5. The CO₂ sensors used must not require a yearly calibration check.

ix. Non-Invasive Blood Pressure:

1. Unit must be capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
2. Unit must incorporate oscillometric technology.
3. Unit must display systolic, diastolic and mean pressures.
4. Unit must be capable of taking automatic, stat or manual measurements.
5. Automatic intervals should be user adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes.
6. Stat mode must allow up to 10 measurements within 5 minutes.
7. Unit must include an artifact indicator which is displayed when excessive artifact is detected.
8. Unit must display a cuff inflation status bar.
9. Unit be capable of displaying and/or printing up to 4 hours of patient BP history data.

D. Support Specifications

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

a. Product Consumables and Accessories

i. Market Basket Items

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

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

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

ii. Catalogue Discount

In addition to the line item pricing of their offered devices and market basket items, Offerors must include in their cost proposal a blanket discount off of their catalogue price for items in their catalogue which are not otherwise included in their cost proposal. Pricing information should be included on Attachment C – Cost Proposal Forms. No pricing information should be included in the technical response.

b. Warranties and Extended Warranties

i. Basic Warranty

All Offerors must include a basic warranty for their products for no less than one year at no additional cost to Participating States. Warranties must guarantee the safe and effective operation of devices for the duration of the warranty and the cost for repair or replacement of devices under warranty must be covered by the Offeror. Each Offeror must include a complete description of the coverage provided under their basic warranty.

ii. Extended Warranty

Offerors may bid an extended warranty past the term of the basic warranty provided under the contract. Offerors must include a complete description of the coverage provided under the extended warranty in their technical response.\

c. Product Training

i. Product Documentation

All product documentation, manuals, and specifications must be provided at the request of Participating States for no additional cost.

ii. Web/Video Training

Offerors must provide online or multimedia training options at no additional cost to the participating States. Offerors must include in their Proposal a description of the online and multimedia training options that are available.

iii. On-site Training

Offerors should include a description of their ability to provide onsite training, as requested. The cost for on-site training should be reflected in the Offerors' cost proposals as a separate per day rate for each Participating State.

d. Software Updates

- i. Offerors must include a description of updates required for the AED unit to maintain full functionality over the anticipated life of the unit and the methodology for performing or accessing the updates.

e. Customer and Service Support

i. 24/7 Call Support

24/7 Call Technical Support must be offered for all devices for a period of no less than 3 years after purchase at no additional cost to the Participating States.

ii. Service Plan

Offerors must propose a bi-annual service agreement to provide maintenance and repair on their proposed devices. Offerors Service Agreement will include, but are not limited to, the following services:

and national regulations. Offerors must be aware of local requirements for the States in which they will be servicing. Offerors will submit their detailed plan on what is included and how they will provide maintenance and repairs on their proposed devices. Pricing will be on a semi-annual basis. All work performed under the service agreement must meet the Manufacturers specifications for that device. Offerors may submit additional information on whether they have different types of service agreements to provide maintenance and repair on their devices, i.e., standard service agreement or premier service agreement.

f. Value Added Options

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

Exhibit C
Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
Cardiac Science Corporation (THE CONTRACTOR)
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO _____ DATED _____ (THE CONTRACT)

Pursuant to section 216.0113, Florida Statutes, The undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Exhibit A, Special Contract Conditions.

Print Contractor's Name: CARDIAC SCIENCE CORPORATION

By [Signature] , Date March 27, 2018
Signature of the Authorized Representative

Print Representative's Name/Title

Scott Griffith, VP Marketing

STATE OF Wisconsin COUNTY OF Dane

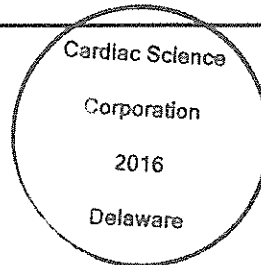
Sworn to (or affirmed) and subscribed before me this 27th day of March, 2018, by Scott Griffith

LORRAINE MURPHY
Notary Public, State of Wisconsin

[Signature]
Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)
Lorraine Murphy

[Check One] ☒ Personally Known OR Produced the following I.D.

Vendor Name Cardiac Science Corporation FEIN# 81-1071999
Vendor's Authorized Representative Name and Title Dan Harrington, CFO
Address 500 Burdick Parkway
City, State, and Zip code Deerfield, WI 53531-9692
Phone Number (262) 953-3500 E-mail bidadministration@cardiacscience.com
CORPORATE SEAL (IF APPLICABLE)



Fund 160 as of 01.17.2019

Project	Balance as of 09.30.2018	FY2019 Receipts not yet appropriated	FY2019 Expenditures to Date	Committed/ Encumbered Funds	Available Balance
92220 - Equitable Sharing - Justice	806,700.31	-	84,204.00	193,012.88	529,483.43
92221 - Equitable Sharing - Treasury	193,008.63	-	-	-	193,008.63
93200 - Equitable Sharing - State	915,831.18	40,357.18	24,080.82	-	932,107.54
Total	\$ 1,915,540.12	\$ 40,357.18	\$ 108,284.82	\$ 193,012.88	\$ 1,654,599.60

Notes:

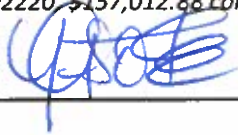
Budget amendments are processed on a quarterly basis for the appropriation of funds received during the quarter.

FY2018 year-end balance not yet available in FY2019

Project 92220: \$36,0000 comitted for the purchase of the LE Memorial

Project 92220: \$157,012.88 comitted for the purchase of the LE Software & Equipment

Prepared by: _____



01/17/2019
17:47:31

CITY OF MIRAMAR
FLEXIBLE PERIOD REPORT

PAGE 1
glflxrpt

FROM 2018 01 TO 2018 13

ACCOUNTS FOR: 160	Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
92220 EQUITABLE SHARING-JUSTICE								
160-00-000-000-000-355100-92220	Federal Forfeiture-Justice	0	-288,918.59	-288,918.59	-288,918.59	.00	.00	100.0%
160-00-000-000-000-361100-92220	Int Earnings	-6,200	-3,413.17	-9,613.17	-9,613.17	.00	.00	100.0%
160-00-000-000-000-399999-92220	Appropriation Of Fund Balance	0	-508,168.55	-508,168.55	.00	.00	-508,168.55	.0%
160-20-000-521-000-606700-92220	Law Enforce. Memorial/Display	0	36,000.00	36,000.00	.00	.00	36,000.00	.0%
160-20-000-521-000-609990-92220	Appropriated Fund Balance	6,200	764,500.31	770,700.31	.00	.00	770,700.31	.0%
TOTAL EQUITABLE SHARING-JUSTIC		0	.00	.00	-298,531.76	.00	298,531.76	.0%
TOTAL Law Enforcement Trust Fu		0	.00	.00	-298,531.76	.00	298,531.76	.0%
TOTAL REVENUES		-6,200	-800,500.31	-806,700.31	-298,531.76	.00	-508,168.55	
TOTAL EXPENSES		6,200	800,500.31	806,700.31	.00	.00	806,700.31	

① FY2018 year-end balance to carry-forward to FY2019

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FROM 2019 01 TO 2019 13

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED	ACTUALS	ENCUMBRANCES	AVAILABLE	PCT
160 Law Enforcement Trust Fund	APPROP	ADJSTMTS	BUDGET			BUDGET	USED
92220 EQUITABLE SHARING-JUSTICE							
160-00-000-000-000-361100-92220 Int Earnings	-6,200	.00	-6,200.00	.00	.00	-6,200.00	.0%
160-20-000-521-000-603425-92220 Software License & Maint	0	.00	.00	.00	70,520.00	-70,520.00	.0%
160-20-000-521-000-605251-92220 Noncap Equip (Item less 5000)	0	.00	.00	.00	42,892.88	-42,892.88	.0%
160-20-000-521-000-606400-92220 Machinery & Equipment	0	.00	.00	84,204.00	25,320.00	-109,524.00	.0%
160-20-000-521-000-606471-92220 Software	0	.00	.00	.00	18,280.00	-18,280.00	.0%
160-20-000-521-000-606700-92220 Law Enforce. Memorial/Display	0	.00	.00	.00	36,000.00	.00	100.0%
160-20-000-521-000-609990-92220 Appropriated Fund Balance	5,900	.00	5,900.00	.00	.00	5,900.00	.0%
TOTAL EQUITABLE SHARING-JUSTICE	-300	36,000.00	35,700.00	84,204.00	193,012.88	-241,516.88	776.5%
TOTAL Law Enforcement Trust Fu	-300	36,000.00	35,700.00	84,204.00	193,012.88	-241,516.88	776.5%
TOTAL REVENUES	-6,200	.00	-6,200.00	.00	.00	-6,200.00	
TOTAL EXPENSES	5,900	36,000.00	41,900.00	84,204.00	193,012.88	-235,316.88	

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① FY2019 Expenditures

② FY2019 Encumbrances

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ACCOUNTS FOR: 160	Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
92221 EQUITABLE SHARING-TREASURY								
160-00-000-000-000-355101-92221	Federal Forfeiture-Treasury	0	-592.88	-592.88	-592.88	.00	.00	100.0%
160-00-000-000-000-361100-92221	Int Earnings	-2,400	.00	-2,400.00	-2,298.81	.00	-101.19	95.8%
160-00-000-000-000-399999-92221	Appropriation Of Fund Balance	0	-190,015.75	-190,015.75	.00	.00	-190,015.75	.0%
160-20-000-521-000-609990-92221	Appropriated Fund Balance	2,400	190,608.63	193,008.63	.00	.00	193,008.63	.0%
TOTAL EQUITABLE SHARING-TREASU		0	.00	.00	-2,891.69	.00	2,891.69	.0%
TOTAL Law Enforcement Trust Fu		0	.00	.00	-2,891.69	.00	2,891.69	.0%
TOTAL REVENUES		-2,400	-190,608.63	-193,008.63	-2,891.69	.00	-190,116.94	
TOTAL EXPENSES		2,400	190,608.63	193,008.63	.00	.00	193,008.63	

① FY2018 year-end balance to carry-forward to FY2019

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ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
160 Law Enforcement Trust Fund	APPROP	ADJSTMTS	BUDGET	ACTUALS	ENCUMBRANCES	BUDGET	USED
92221 EQUITABLE SHARING-TREASURY							
160-00-000-000-000-361100-92221 Int Earnings	-2,400	.00	-2,400.00	.00	.00	-2,400.00	.0%
160-20-000-521-000-609990-92221 Appropriated Fund Balance	2,400	.00	2,400.00	.00	.00	2,400.00	.0%
TOTAL EQUITABLE SHARING-TREASU	0	.00	.00	.00	.00	.00	.0%
TOTAL Law Enforcement Trust Fu	0	.00	.00	.00	.00	.00	.0%
TOTAL REVENUES	-2,400	.00	-2,400.00	.00	.00	-2,400.00	
TOTAL EXPENSES	2,400	.00	2,400.00	.00	.00	2,400.00	

① FY2019 activities φ

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ACCOUNTS FOR: 160	Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
93200 NON-FEDERAL FORFEITURES								
160-00-000-000-000-356100-93200	State Forfeiture	0	-143,169.45	-143,169.45	-143,169.45	.00	.00	100.0%
160-00-000-000-000-361100-93200	Int Earnings	-5,100	-5,813.65	-10,913.65	-11,506.63	.00	592.98	105.4%
160-00-000-000-000-399999-93200	Appropriation Of Fund Balance	0	-873,675.65	-873,675.65	.00	.00	-873,675.65	.0%
160-20-000-521-000-603502-93200	Confidential Informant	0	6,000.00	6,000.00	6,000.00	.00	.00	100.0%
160-20-000-521-000-604001-93200	Travel & Training	0	65,382.67	65,382.67	39,959.39	.00	25,423.28	61.1%
160-20-000-521-000-604905-93200	Bank Svc Charges	300	368.18	668.18	668.18	.00	.00	100.0%
160-20-000-521-000-608304-93200	Crime Prev Program	0	78,220.00	78,220.00	65,300.00	.00	12,920.00	83.5%
160-20-000-521-000-609990-93200	Appropriated Fund Balance	4,800	872,687.90	877,487.90	.00	.00	877,487.90	.0%
TOTAL NON-FEDERAL FORFEITURES		0	.00	.00	-42,748.51	.00	42,748.51	.0%
TOTAL Law Enforcement Trust Fu		0	.00	.00	-42,748.51	.00	42,748.51	.0%
TOTAL REVENUES		-5,100	-1,022,658.75	-1,027,758.75	-154,676.08	.00	-873,082.67	
TOTAL EXPENSES		5,100	1,022,658.75	1,027,758.75	111,927.57	.00	915,831.18	

① FY2018 year-end balance to carry-forward to FY2019

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ACCOUNTS FOR: 160	Law Enforcement Trust Fund	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	ACTUALS	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
93200 NON-FEDERAL FORFEITURES								
160-00-000-000-000-356100-93200	State Forfeiture	0	.00	.00	-40,357.18	.00	40,357.18	.0%
160-00-000-000-000-361100-93200	Int Earnings	-5,100	.00	-5,100.00	-11,247.17	.00	6,147.17	220.5%
160-20-000-521-000-604001-93200	Travel & Training	0	.00	.00	24,004.74	.00	-24,004.74	.0%
160-20-000-521-000-604905-93200	Bank Svc Charges	600	.00	600.00	76.08	.00	523.92	12.7%
160-20-000-521-000-609990-93200	Appropriated Fund Balance	4,800	.00	4,800.00	.00	.00	4,800.00	.0%
TOTAL NON-FEDERAL FORFEITURES		300	.00	300.00	-27,523.53	.00	27,823.53	%
TOTAL Law Enforcement Trust Fu		300	.00	300.00	-27,523.53	.00	27,823.53	%
TOTAL REVENUES		-5,100	.00	-5,100.00	-51,604.35	.00	46,504.35	
TOTAL EXPENSES		5,400	.00	5,400.00	24,080.82	.00	-18,680.82	

① FY2019 Expenditures

② FY2019 Encumbrances