

NASPO ValuePoint
PARTICIPATING ADDENDUM



**AUTOMATIC EXTERNAL
DEFIBRILLATORS & ACCESSORIES**
Led by the State of Oklahoma

Master Agreement #: **SW0300**
Contractor:**Avive Solutions, Inc.**
Participating Entity:**STATE OF WISCONSIN 505ENT-O25-AEDANDACCS-01**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the *Automatic External Defibrillators & Accessories (2024-2029)* led by the State of Oklahoma for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.

This is not a mandatory contract for any Purchasing Entities. The Purchasing Entities may obtain related Deliverables and Services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any quantity or dollar amount of Deliverables or Services will be procured.

2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Carly Meiller
Telephone:	415-960-3959
Email:	contracts@avive.life

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Participating Entity

Name:	Stacia Rice
Address:	101 East Wilson St. Madison, WI 53703
Telephone:	608-261-7014
Email:	Stacia.rice@wisconsin.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
 AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 4.1. Wisconsin Contract Number is 505ENT-O25-AEDANDACCS-01
- 4.2. The State of Wisconsin Standard Terms and Conditions (DOA-3054, revised R03/2019 and DOA-3681) as attached becomes part of this Participating Addendum. (Attachment 1).
- 4.3. The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.
- 4.4. The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.
- 4.5. All travel expenses must be approved in writing prior to work being performed and shall be reimbursed based on actual costs under the same conditions and rates as noted in the current published State of Wisconsin Pocket Travel Guide published by the Division of Personnel Management (Attachment 3).
- 4.6. Sales & Purchase Tax will be charged, if required under Wisconsin State Statute.

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- 4.7. The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2).
- 4.8. Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the Participating State's transactions within the quarter. The report must include, at a minimum, date of order/release, item manufacturer's name or abbreviation (if applicable), complete item description including catalog, model and/or stock number(s), Name of the purchasing entity, Unit Contract Price, Extended Contract Price (total), any additional costs detail. The quarterly report is due no later than 30 calendar days after the end of each quarter from the start of the contract date (see below).
 - Quarter 1: January 1 through March 31 (Due on or before April 30)
 - Quarter 2: April 1 through June 31 (Due on or before July 30)
 - Quarter 3: July 1 through September 31 (Renewal Due on or before October 30)
 - Quarter 4: October 1 through December 31 (Due on or before January 30)

Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations, Attn: Reporting to doaescontractusagereporting@wisconsin.gov, formatted in MS Excel.

- 4.9. The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.
- 4.10. This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration or on July 1, 2024 (whichever is later) and shall continue until the end of the NASPO ValuePoint contract unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contractor this Participating Addendum.
5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Wisconsin	Contractor: Avive Solutions, Inc.
Signature: DocuSigned by: Cheryl Edgington E70A1AADB106453...	Signature: DocuSigned by: Micah Bongberg 31299085336247A...
Name: Cheryl Edgington	Name: Micah Bongberg
Title: Bureau Director	Title: VP of Demand Generation
Date: 7/23/2024 1:56 PM CDT	Date: 7/11/2024 8:34 AM PDT

[Additional signatures may be added if required by the Participating Entity]

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Josh Descoteaux
Telephone:	850-848-1250
Email:	jdescoteaux@naspo.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***