

Participating Addendum Number SW0300
for
Automated External Defibrillator (AED) & Accessories
between
State of Iowa
and
Avive Solutions, Inc.

This Participating Addendum is entered into by State of Iowa ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number SW0300, executed by Contractor and the State of State of Oklahoma ("Lead State") for Automated External Defibrillator (AED) & Accessories ("Master Agreement"):

Avive Solutions, Inc. ("Contractor")
185 Valley Drive
Brisbane, CA 94005

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Carly Meiller
Sales Manager
contracts@avive.life
415-960-3959

Participating Entity's contact for this Participating Addendum is:

Randy Bennett
Purchasing Agent
Hoover Bldg., 3rd Floor, 1305 E. Walnut St., Des
Moines Iowa 50319
515-322-1210

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or September 30, 2024 whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating

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

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

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

Quarterly Report

This contract permits other State Agencies and political subdivisions to purchase from the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports via email to the State of Iowa Contract Manager.

Quarterly Reporting Schedule – based on calendar year

Quarter 1 (Jan 1 – Mar 31) Due Apr 30

Quarter 2 (Apr 1 – Jun 30) Due July 31

Quarter 3 (July 1 – Sept 30) Due Oct 31

Quarter 4 (Oct 1 – Dec 31) Due Jan 31

Admin Fee

The State of Iowa shall receive **one percent (1.00%)** administrative fee on all sales made within the State of Iowa against this agreement. There are two (2) payment options available to submit quarterly administrative fees to the State of Iowa:

1. By check made payable to "Iowa Department of Administrative Services" mailed to:
State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor
Des Moines, IA 50319
2. Online by credit/debit card (MasterCard, Visa, Discover, or American Express) or ACH/e-check (an electronic version of a paper check processed using a checking or savings account). The online payment system is available 24 hours a day, 7 days a week.
 - a. Credit Card Fees: \$1.50 processing fee plus 2.5% of total
 - b. ACH/e-check Fees: \$1.50 processing fee plus \$1.50 ACH/e-check fee

Link to pay State of Iowa contract administrative fees:

<https://ia.accessgov.com/das-procurement-admin/Forms/Page/das-procurement-admin/das-vendor-fees/>

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VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Carly Meiller
Sales Manager
185 Valley Drive
Brisbane, CA 94005

For Participating Entity:

Randy Bennett
Purchase Agent
Hoover Bldg., 3rd Floor, 1305 E. Walnut St.,
Des Moines, Iowa 50319
515-322-1210

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

SIGNATURE

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

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

CONTRACTOR:


Mark Peters (Sep 23, 2024 17:50 EDT)

Signature

Mark Peters

Printed Name

Vice President of Sales

Title

September 23, 2024

Date

PARTICIPATING ENTITY:


Randy Bennett (Sep 24, 2024 08:38 CDT)

Signature

Randy Bennett

Printed Name

Purchasing Agent

Title

9/24/2024

Date

Attached the unsigned Participating Addendum. Please sign and return electronically. Also we will need a current copy of your certificate of Insurance, thank you.

Final Audit Report

2024-09-24

Created:	2024-09-19
By:	Randy Bennett (randy.bennett@iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABwxO-K6CZTWOz-LkWZBc5esAL5JekaG6

"Attached the unsigned Participating Addendum. Please sign and return electronically. Also we will need a current copy of your certificate of Insurance, thank you." History

-  Document created by Randy Bennett (randy.bennett@iowa.gov)
2024-09-19 - 12:48:20 PM GMT- IP address: 165.206.169.150
-  Document emailed to contracts@avive.life for signature
2024-09-19 - 12:49:49 PM GMT
-  Email viewed by contracts@avive.life
2024-09-19 - 1:43:00 PM GMT- IP address: 74.125.212.64
-  Email viewed by contracts@avive.life
2024-09-22 - 8:53:44 PM GMT- IP address: 74.125.212.64
-  Signer contracts@avive.life entered name at signing as Mark Peters
2024-09-23 - 9:50:03 PM GMT- IP address: 173.61.155.36
-  Document e-signed by Mark Peters (contracts@avive.life)
Signature Date: 2024-09-23 - 9:50:05 PM GMT - Time Source: server- IP address: 173.61.155.36
-  Document emailed to Randy Bennett (randy.bennett@iowa.gov) for signature
2024-09-23 - 9:50:06 PM GMT
-  Email viewed by Randy Bennett (randy.bennett@iowa.gov)
2024-09-24 - 1:32:37 PM GMT- IP address: 74.125.212.66



Document e-signed by Randy Bennett (randy.bennett@iowa.gov)

Signature Date: 2024-09-24 - 1:38:42 PM GMT - Time Source: server- IP address: 165.206.165.147



Agreement completed.

2024-09-24 - 1:38:42 PM GMT



Adobe Acrobat Sign