
Contract #

for

with

Effective:

The following documents comprise the executed contract effective:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

Contract # LS4679

OMNIA COOPERATIVE CONTRACT - MASTER AGREEMENT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

<u>Amazon.com Services LLC dba Amazon Business</u>		
Name		
<u>410 Terry Avenue North</u>		
Address		
<u>Seattle</u>	<u>WA</u>	<u>98109</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person William Burnett Phone #404-807-9996 Email wjburn@amazon.com
 Vendor #VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace
3. PROCUREMENT: This contract is entered into as a result of Solicitation #TR24-8.
4. CONTRACT PERIOD: Effective Date: 05/06/2025 Termination Date: 05/05/2030 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
5. Prompt Payment Discount (if any): N/A. Price Guarantee Period (if any): N/A.
6. Administrative Fee, as described in the Administrative Agreement between Omnia and Amazon Business: Established by Omnia and the participating entities upon establishing a participating addendum, as required.
7. ATTACHMENT A: State of Utah Standard Terms and Conditions for ☒ Goods ☒ Services, or ☐ IT
 ATTACHMENT B: Amazon Business Account Terms and Conditions
 ATTACHMENT C: Scope of Work
 ATTACHMENT D: Pricing/Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, the Solicitation, and Contractor's response to the Solicitation.
9. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.
- IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

CONTRACTOR

Signed by:

 7A50B23CP609A155
 Contractor's Signature

Oscar Montes Authorized Representative April 15, 2025
 Print Name Title Date

STATE

DocuSigned by:

 C38BE9DAC528424...
 Director, Division of Purchasing

4/21/2025
 Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) **"Division"** means the Division of Purchasing and General Services.
 - g) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts, including agencies nationwide registered with OMNIA Partners, Public Sector are eligible to participate in any subsequent Contract.
 - h) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) **"Procurement Item"** means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, which the parties mutually agree to in writing, including CFR Appendix II to Part 200, will supersede this Attachment. Eligible Users shall inform Contractor if federal funds are used under this Agreement and propose those additional contract terms to be included.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor will provide Eligible Users access to Amazon Business Analytics ("ABA") whereby Eligible Users may generate reports based on purchasing activity pertinent to the contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification

System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

- a) Contractor certifies, to the best of its knowledge and belief at the time of submission, as to its own entity, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b) Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents, to the best of its knowledge and belief at the time of submission, that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
 8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
 9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
 10. **INDEMNITY:** Notwithstanding anything else to the contrary in this Agreement, neither party shall be responsible for indemnifying the other party for any claims.
 11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
 12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
 13. **DEBARMENT:** Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must promptly notify the Division if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
 14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either Party, upon thirty (30) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.
On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.
 15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s)

properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. The Amazon Tax Exemption Program (ATEP) allows Amazon Business customers to apply a tax-exemption status to eligible purchases from Amazon and affiliates or other participating selling partners. To apply tax-exempt status to eligible purchases, organizations enroll their business account in ATEP. An administrator with an Amazon account already enrolled can migrate their ATEP settings in Business Settings. The Amazon Tax Exemption Wizard guides the process of enrolling. Tax-exempt status usually activates within 15 minutes of enrolling. If the organization must upload a certificate, approval takes up to 24 hours. NOTE: ATEP is offered to selling partners but they are not required to participate. As a result, your exemption may not apply to sales sold by nonparticipating selling partners. As a result, Amazon Business allows for organizations to set a policy on that account that restricts or blocks selling partners that do not participate in ATEP. For more information, please see the ATEP Terms and Conditions: <https://www.amazon.com/gp/help/customer/display.html/?nodeId=200770210&pop-up=1>.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Warranties for all goods and products purchased under the Contract shall be subject to Section 4 (Disclaimer) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. Notwithstanding anything in the RFP #TR24-8 or resultant contract terms and conditions to the contrary, the State of Utah will provide Amazon Business with reasonable prior written notice before disclosing any information in the Amazon Business proposal labeled as Confidential or trade secret as set forth herein, so that Amazon Business may pursue any and all remedies available at law.
21. **DELIVERY:** Shipping and delivery of all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
22. **ACCEPTANCE AND REJECTION:** Inspection and Acceptance for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
23. **INVOICING:** Invoices for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
24. **PAYMENT:** The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.
25. **Deleted - INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**
26. **Deleted - OWNERSHIP IN INTELLECTUAL PROPERTY**
27. **Deleted - OWNERSHIP IN CUSTOM DELIVERABLES**
28. **ASSIGNMENT:** Assignment of the Contract shall be subject to Section 15.2 (Assignment) of the Amazon Business Accounts Terms and Conditions.

29. **REMEDIES:** Disputes under the Contract shall be subject to Section 8.2 (Disputes) of the Amazon Business Accounts Terms and Conditions, subject to the limitations of Section 8.3 (Public Sector Entity).
30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed by either Party (Disclosing Party), the Receiving Party shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Receiving Party will promptly notify an Disclosing Party of any potential or actual misuse or misappropriation of Confidential Information.

Receiving Party shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Receiving Party shall indemnify, hold harmless, and defend the Disclosing Party, including anyone for whom the Disclosing Party is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Receiving Party or anyone for whom the Receiving Party is liable.

Upon termination or expiration of this Contract, and receipt of a request from the Disclosing Party to do so, Receiving Party will return all copies of Confidential Information to the Disclosing Party or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
35. **RESERVED.**
36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS** Use of Amazon Business is governed by the Amazon Business Accounts Terms and Conditions. An Eligible User will need to have an active Amazon Business account to utilize Amazon Business.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **Deleted - WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES**
40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **Deleted - ATTORNEY'S FEES**
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7.

Invoices containing travel costs outside of these rates will be returned to the vendor for correction.

47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation shall be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor may be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by Contractor's gross negligence or intentional acts.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies, to the best of its knowledge and belief at the time of submission, that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies, to the best of its knowledge and belief at the time of submission, that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

Revision Date: 04/09/2025 (Section 3, 4, 6, 7, 10, 13, 16, 17, 18, 20, 21, 22, 23, 24, 25,26,27, 28, 29, 31, 37, 39, 45, 48, 56)

Revision Date: 04/23/20324 (Omnia Revised section: 1.g)

Revision Date: 07/20/2023 (Original language)

Attachment B Amazon Business Terms and Conditions

Below is a copy of the Amazon Business Accounts Terms and Conditions in effect on the Effective Date of the contract. Pursuant to Section 10 of the Amazon Business Accounts Terms and Conditions (as amended by the Amendment), Amazon may make changes at any time. The Amazon Business Accounts Terms and Conditions are available electronically at <https://www.amazon.com/gp/help/customer/display.html?nodeId=202119380>.

1. **PURPOSE OF AGREEMENT.** This Agreement governs your access to, use of, and transactions made through Amazon Business. “**Amazon Business**” enables registered business customers to purchase products and services for business purposes and to access and use a set of features, services, software, and applications specifically intended for business customers. We may make available to you, through Amazon Business, certain services or products that are subject to additional terms and conditions, and if you use such services or purchase such products, those terms and conditions (the “**Feature Terms**”) will also apply to you. Products made available through Amazon Business may be designed for, and only appropriate for, specialized uses; accordingly, you may only use them as intended by, and in compliance with all instructions provided by, the manufacturer. Finally, certain policies accessible through Amazon Business apply to your and your users’ use of and access to Amazon Business. These “**Policies**” include the [Amazon Business Acceptable Use Policy](#), the [Amazon Business Pricing Policy](#), the [Amazon Business Sanctions and Export Policy](#), the [Amazon.com Privacy Notice](#), the [Amazon Business Gift Card Policy](#), and the [Healthcare Disclosure Policies](#). This Agreement incorporates by reference the Feature Terms and the Policies.
2. **ELIGIBILITY; ACCOUNT SECURITY.** By creating a Business Account, you represent that (i) the individual acting on behalf of the Customer has the authority to bind the Customer, (ii) the Customer has all requisite right, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in the Agreement, and (iii) the Customer is an Eligible Entity. “**Eligible Entities**” include all types of businesses (for example, LLCs, LLPs, corporations, partnerships, sole proprietorships, and PLLCs), all types of governmental entities (federal, state, local, and quasi-governmental entities), and all types of non-profit organizations (including 501(c) organizations, 527 organizations, and similar tax-exempt organizations). Individual consumers should use Amazon.com. Upon completion of your registration, a “**Business Account**” will be created for your organization. You may authorize others to create a “**User Account**” associated with your Business Account. You are responsible for all activities that occur under your Business Account and any associated User Accounts, and must ensure your Users comply with the Acceptable Use Policy and this Agreement. You are responsible for maintaining the security of the passwords associated with your Business Account and User Accounts; if you believe an unauthorized person has access to your password, Business Account, or an associated User Account, you must contact us immediately and change any compromised passwords.
3. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** Your purchases are subject to Amazon’s Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued

without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.

4. **DISCLAIMER.** UNLESS OTHERWISE SPECIFIED IN WRITING, ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES MADE AVAILABLE TO YOU BY AMAZON ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND AMAZON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO SUCH INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, AMAZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS IT SELLS AND THE SERVICES AND INFORMATION IT PROVIDES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
5. **INDEMNIFICATION.** You will defend, indemnify, and hold harmless Amazon and its affiliates, and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third party allegation, claim, lawsuit, or proceeding (a "**Claim**") to the extent such Claim is based on: (a) any breach of the Agreement, (b) any unlawful, improper or negligent use by anyone of any product sold or service provided to you under the Agreement, (c) any dispute between you and your Users, or (d) your gross negligence or willful misconduct. You will use counsel reasonably satisfactory to us to defend each indemnified Claim. If at any time we reasonably determine that any indemnified Claim might adversely affect us, we may take control of the defense at our expense. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld.
6. **LIMITATIONS OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, AMAZON'S LIABILITY IN ALL EVENTS IS LIMITED TO THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO THE LIABILITY.
7. **CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.**



7.1. Customer Information. We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization's name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization's name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

7.2. Privacy. Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the [Privacy Notice](#) to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

7.3. Confidentiality. In connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential ("**Confidential Information**"). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.

8. GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.

8.1. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

8.2. Disputes. Any dispute or claim relating in any way to Amazon Business or this Agreement will be resolved by binding arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules (available at www.adr.org or by calling 1-800-778-7879). An arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages). You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If, for any reason, a claim proceeds in court rather than in arbitration we



each waive any right to a jury trial. We and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

8.3. Public Sector Entities. If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.

9. **THIRD-PARTY OFFERINGS.** Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.
10. **MODIFICATIONS.** We may, at any time in our discretion, change the Agreement by posting such a change on Amazon Business or by notifying your account administrators. YOUR CONTINUED USE OF AMAZON BUSINESS AFTER WE CHANGE THE AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MAY CANCEL YOUR BUSINESS ACCOUNT OR REFRAIN FROM USING THE AMAZON BUSINESS SERVICES IMPLICATED BY SUCH CHANGES.
11. **ENTIRE AGREEMENT.** The Agreement constitutes the exclusive and complete agreement between us and you. We will not be bound by any term, condition, obligation, or other provision which is different from or in addition to the provisions of the Agreement or which may be in any order, receipt, acceptance, confirmation, correspondence or other document, including informational forms we complete, sign or otherwise provide to you for your convenience.
12. **TERM; TERMINATION.** This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. You may



terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.

13. COPYRIGHTS; TRADEMARKS; PATENTS. Use of Amazon Business does not give you the right to frame, use or reproduce any of our copyrighted material, trademarks, service marks, or other proprietary rights or material, or to use any of our patents, except as expressly permitted in writing by Amazon. Please see the [Amazon Business Help Pages](#) for further detail on Amazon owned or licensed copyrights, trademarks, patents, as well as how to address concerns about the use of your intellectual property rights by third parties.

14. LICENSE; SOFTWARE. The following Amazon Software Terms and License apply to your access and use of Amazon Business and all features and software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Amazon Business (the “**Amazon Software**”). Subject to your compliance with the Agreement and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use Amazon Business and Amazon Software. You may not use data mining, robots, or similar data gathering and extraction tools in connection with Amazon Business, nor may you download or copy Amazon Business information, including any collection of product listings, descriptions, reviews, or prices without our consent or for the benefit of another merchant. The following terms apply to your use of Amazon Software.

14.1. Use of the Amazon Software. You may use Amazon Software solely for purposes of enabling you to use Amazon Business, as permitted by the Agreement. You may not incorporate any portion of the Amazon Software into other programs or compile any portion of it in combination with other programs, or otherwise reproduce, duplicate, copy (except to exercise rights granted in this section), modify, exploit, create derivative works of, distribute, sell, resell, assign any rights to, or license the Amazon Software in whole or in part (including any features of Amazon Business). All software used in Amazon Business is the property of Amazon or its software suppliers and is protected by U.S. and international copyright Laws. You may not make any derivative use of Amazon Business without the express written consent of Amazon.

14.2. Use of Third Party Services. When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

14.3. No Reverse Engineering. You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Amazon Software, whether in whole or in part.

14.4. Updates. We may offer automatic or manual updates to the Amazon Software at any time and without notice to you.



14.5. Government End Users. If you are a U.S. Government end user, we are licensing the Amazon Software to you as a "Commercial Off-the-Shelf Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Amazon Software are the same as the rights we grant to all others under this Agreement.

14.6. Reserved Rights, Termination. All rights not expressly granted to you in the Agreement are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. The licenses granted by Amazon terminate if you do not comply with the Agreement.

14.7. Conflicts. In the event of any conflict between the Agreement and any other Amazon or third-party terms applicable to any portion of Amazon Software, such as open-source license terms or specific product feature restrictions that are conveyed to you in the feature experience, such other terms will control as to that portion of the Amazon Software and to the extent of the conflict.

15. MISCELLANEOUS.

15.1. Suggestions. If you make any suggestions about Amazon Business or the features (including any related technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner.

15.2. Assignment. Except in connection with a reorganization, merger, sale, or transfer of substantially all of your assets (in which cases you must promptly provide written notice following assignment), you may not assign the Agreement without our prior written consent. Subject to that restriction, the Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and permitted assigns.

15.3. Severability. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

15.4. Waiver. Our failure to enforce your strict performance of any provisions of this Agreement will not constitute a waiver of our right to enforce such provisions or any other provision of this Agreement subsequently.

15.5. Conflicts. In the event of any conflict between the Agreement and the Policies, the Agreement will prevail. In the event of any conflict between the Agreement and the Feature Terms, the applicable Feature Terms will control.

15.6. Construction. The word "including" will be interpreted without limitation when used in this Agreement.

15.7. Notices. You consent to receive communications from us electronically, including through e-mails, text messages, in-app push notices, notices and messages posted on Amazon Business or in your [Message Center](#) and other communications made available to you on a desktop or mobile device. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You may retain copies of all of these communications for your records. We may also



send you notices at the address provided when registering your Business Account, which you agree is a proper and valid address for any legal or contractual purpose. If you are sending Amazon a legal or contractual notice, you must comply with our notice procedures available [here](#).

AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this “**Amendment**”) to the Amazon Business Accounts Terms and Conditions, above and available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180> (as updated from time to time, the “**Agreement**”), between Amazon Services LLC (“**Amazon**”, “**we**”, “**us**”, or “**our**”) and the State of Utah (“**Customer**” or “**you**”) is effective as of the last date of signature below (the “**Amendment Effective Date**”). This Amendment amends the Agreement as stated below. Unless otherwise defined in this Amendment, capitalized terms have the meanings ascribed to them in the Agreement. The parties agree as follows:

1. **GOVERNING LAW.** The Section in the Agreement entitled “**GOVERNING LAW**” (currently Section 8.1) is deleted in its entirety.
2. **DISPUTES.** The Section in the Agreement entitled “**DISPUTES**” (currently Section 8.2) is deleted in its entirety.
3. **MODIFICATIONS.** The Section in the Agreement entitled “**MODIFICATIONS**” (currently Section 10) is amended by adding the following sentence:

“Notwithstanding this Section 10, no changes or updates to Amazon’s Business Accounts Terms and Conditions will have the effect of changing the provisions set forth in this Amendment without the parties’ written agreement in a subsequent amendment.”
4. **TERM; TERMINATION.** The Section in the Agreement entitled “**TERM; TERMINATION**” (currently Section 12) is amended by adding a second paragraph as follows:

“Notwithstanding this Section 12, either party may elect to terminate this Agreement without cause upon delivery of at least 30 days’ prior written notice to the other party.”
5. **AMAZON BUSINESS ANALYTICS.** Amazon will provide participating organizations, and other eligible organizations participating in the cooperative contract access to Amazon Business Analytics, whereby they can generate reports based on their purchase activity. Amazon Business analytics functionality includes the ability to customize, view, and download reports, including orders, returns, and refunds.”
6. **LAWS AND REGULATIONS.** A new Section 17 is added to the Agreement entitled “**LAWS AND REGULATIONS**” that states as follows:

“Amazon represents and warrants that it will comply with all applicable laws, rules, and regulations in the performance of the Agreement.”



7. FEDERAL FUNDS CERTIFICATIONS. A new Section 18 is added to the Agreement entitled “**FEDERAL FUNDS CERTIFICATIONS**” that states as follows:

“18.1. Debarment. Amazon certifies that, to the best of its knowledge and belief, neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of laws. Amazon further certifies that, to the best of its knowledge and belief, neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. You may terminate this Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by us.

“18.2 Lobbying. Amazon certifies, to the best of its knowledge and belief, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of us, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL.
- (C) This Agreement is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. ENTIRE AGREEMENT. Except as amended by this Amendment, the Agreement remains in full force and effect. This Amendment, together with the Agreement as modified by this Amendment: (a) constitutes the exclusive and complete agreement between the parties; and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof.

9. CONFLICTS. In the event of any conflict between the Agreement or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, precedence will be as follows: (a) this Amendment; (b) the Agreement; and (c) the Amazon Business Acceptable Use Policy, and any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website.

10. COUNTERPARTS AND DELIVERY. This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by electronic means.

Attachment C - Scope of Work

1. Scope

The Contractor will provide OMNIA Partners Participating Public Agencies access to and use of an online digital marketplace to purchase of goods and services that may be used routinely and needed quickly to address the everyday needs of public entities, schools, and universities.

2. Participating Public Agencies

The Contractor will have the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the contract. All local agreements may have a full potential term not to exceed five years. Although the scope reflects the needs and requirements of the State of Utah, OMNIA Partners Participating Public Agencies may have different requirements. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Utilization of the contract by OMNIA Partners Participating Public Agencies will be at the discretion of the individual Participating Public Agencies. Any modifications agreed to by Participating Public Agencies and Contractor are exclusively between the Participating Public Agencies and the Contractor.

3. Deliverables

Contractor will provide the following deliverables:

- 1) Access and use to a digital marketplace for users to order goods and services
- 2) Fulfill orders from beginning (ordering of products) to end (delivery to user)
- 3) Form of data analytics: Standard reporting; access to online order history
- 4) Ability to restrict certain items as designated by Participating Public Agencies as needed to meet their laws and applicable rules
- 5) Platform to connect one or more sellers to multiple buyers
- 6) An established and demonstrated methodology for showing prices are generally below retail prices
- 7) Ability to make payments through the platform or to a centralized accounts receivable function via credit card functionality
- 8) Online catalog featuring a wide variety of products
- 9) Quick delivery with the majority of products available to be delivered within five days
- 10) A central point of contact for customer service, delivery, or account issues that will be available by phone, e-mail, virtual chat during normal business hours (9am to 5pm MST) Monday through Friday. Representative will respond to inquiries within 24 business-hours.
- 11) Customizable workflow and governance capabilities in the platform to allow: all administrators to restrict product or commodities depending on organizational internal policies and procedures; full revision history of changes made and who made the workflow
- 12) Other platform capability: Secure login; mobile-enabled site; freight selection; online sample request form; product images (high resolution) associated with each item

4. Product Offering – Categories

Contractor will provide products for a minimum of two categories. The items listed in each category are not restrictive or exhaustive but included to provide a general description of products and supplies that may be included. While all items described are available through the contract, Participating Public Agencies may choose to limit which categories their end users have access to. Contractors will offer their complete catalog of product and services

The Participating Public Agencies and Contractor may enter into a separate supplemental agreement or marketplace membership program to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, incentives and/or rebates, etc. Any supplemental agreement or marketplace membership program developed under this contract is exclusively between the Participating Public Agency and Contractor.

The categories are as follows:

1) Education-Based Accessories, Display, Products and Related Supplies

Items related to products and supplies used in an education-based setting which may include but is not limited to: animal and pet supplies, art supplies, craft products, books, lesson plans and curriculum, school equipment, white boards, blackboards, teaching material, and other related products.

2) Information Technology-Peripheral Devices and Related Products

Supplies and solutions that involve information technology peripheral devices which may include but is not limited to: mouse, copiers, printers, cameras, video cameras, microphones, speakers, keyboard, multifunction printers, scanners, plotters, and other related products. Items in this category should not connect to an end user's network.

3) Maintenance, Repair and Operations Products (MRO)

Items related to the maintenance, repair, and/or general operations that include but is not limited to: building materials, hardware, cabinets, motors, pumps, paints and coatings, plumbing equipment, power tools, windows, doors, cleaning products (to include green and dye-free), carpet care products and supplies, restroom care products and supplies, waste receptacles and liners, industrial tools and supplies (such as carts, dusters, brushes, spray bottles, squeegees, and gloves), rags, wipes and other related supplies and products.

4) Office-Based Accessories, Décor, Products, and Related Supplies

Items that could be utilized in an office-like setting and used on a semi-regular basis which may include but is not limited to: binders, folders, filing materials, storage, calendars, paper (copy, printer, photo and presentation), notebooks, labels, post-it notes, shipping materials, envelopes, staplers, staples, paper punches, paper clips, scissors, rubber bands, cash register and thermal rolls, ink, toner cartridges, pens, pencils, markers, framing, tabletop or floor lamps, mirrors, general signage, wall décor, display cases, area rugs, mats, and other related products.

5) Apparel

Items that could be utilized by juveniles or adults, which may include but is not limited to: innerwear, outerwear, shoes, uniforms, linens, and other related products.

6) Personal Care Items

Items related to personal care that include but are not limited to: personal hygiene items, bath accessories, feminine personal hygiene items, toilet paper, and other related products.

Attachment D - Pricing/Catalog

This contract has a dynamic pricing structure in which the price for items listed on the online digital marketplace is driven by the market. This contract will not need to be amended when prices fluctuate.

<https://business.amazon.com/>