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SUBJECT: PIGGYBACK STATE OF UTAH CONTRACT # MA3457 WITH AMAZON.COM SERVICES, LLC

BID #: PSC-0364-23 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH MAY 5, 2025

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback off State of Utah Contract # MA3457 with Amazon.com Services, LLC for Online Marketplace Services. Total estimated expenditure amount not-to-exceed $1,000,000.00. Period of service shall be from date of contract execution through May 5, 2025.

Funding shall be encumbered from various accounts, executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Risk Mgt. Approval, Supplier Letter & Quote, Piggyback Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DUSTIN FREEMAN, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

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To: Dustin Freeman, Division Chief, Procurement Division

From: Corey Sidlo, Purchasing Analyst CS

Date: March 31, 2023

Subject: PSC-0364-23 Piggyback State of Utah Contract # MA3457 with Amazon.com Services, LLC for Online Marketplace Services

The Procurement Division requests approval to piggyback off State of Utah Contract # MA3457 with Amazon.com Services, LLC for Online Marketplace Services. Total estimated expenditure amount not-to-exceed $1,000,000.00.

Period of service will be from date of contract execution through May 5, 2025.

Funding for this award shall be encumbered by various accounts, executed by formal contract agreement through the Office of General Council and processed via Purchase Order(s).

Thank you for your assistance and consideration in this matter.

CC: Senior Manager of Procurement Services
Procurement Division

Sidlo, Corey

From:	Verdejo Magras, Wanda on behalf of RiskReview
Sent:	Wednesday, April 5, 2023 1:05 PM
To:	Sidlo, Corey
Cc:	Waremburg, Robert
Subject:	Risk concluded review on PSC-0364-23- AMAZON.COM SERVICES, LLC MA3457 - PIGGYBACK STATE OF UTAH CONTRACT
Attachments:	Contract_Amazon_01.pdf; FW: Amazon Business/ COJ Follow up; Request for Service - Risk Mgt - Review of COI.docx

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

I consulted the details of the agreement and the following recommendations were made.

Summary: We have reviewed the documents associated with Amazon's Online Marketplace. **In our opinion, it is reasonable to accept the piggyback terms as is with no changes.**

Unless there is any further question, Risk Management concludes the review.

NOTE: Please label all emails correspondence: Subject: PSC-0364-23- AMAZON.COM SERVICES, LLC MA3457 - PIGGYBACK STATE OF UTAH CONTRACT (PROCUREMENT)

Any further questions, please feel free to contact me.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo

Property and Casualty Compliance Administrator

for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314

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From: Sidlo, Corey <CSidlo@coj.net>
Sent: Friday, March 31, 2023 9:44 AM
To: RiskReview <RiskReview@coj.net>
Cc: Waremburg, Robert <RWaremburg@coj.net>
Subject: Procurement Review Request - PIGGYBACK STATE OF UTAH CONTRACT # MA3457 WITH AMAZON.COM SERVICES, LLC

Good morning Risk Management,

Procurement requests your subject/attached review to utilize the State of Utah's contract w/ Amazon.com, to bring their online marketplace as a purchasing option for our agencies.

Thank you.

Sincerely,

Corey Sidlo
Purchasing Analyst
Procurement Division
City of Jacksonville
214 N. Hogan Street, Suite 833
Jacksonville, FL 32202
Phone: 904-255-8815
Email: csidlo@coj.net

24+ year military veteran, serving the City of Jacksonville

Sidlo, Corey

From: Waremburg, Robert
Sent: Wednesday, March 29, 2023 2:02 PM
To: Sidlo, Corey
Cc: Leslie-Burney, Annette
Subject: FW: Amazon Business/ COJ Follow up

Hello Corey,

We are looking to add this item to Next Thursday's GGAC for approval. Please see me to discuss the details. There is a link below to the contract we will be Piggy-Backing.

Thanks,
Robert

From: Pious, Jamie <jmieva@amazon.com>
Sent: Wednesday, March 15, 2023 3:17 PM
To: Waremburg, Robert <RWaremburg@coj.net>
Subject: Amazon Business/ COJ Follow up

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Robert,

Thank you for taking the time to speak with me this afternoon, it was a pleasure speaking with you. Below I have highlighted key points and information from our call. The overall goal for this partnership is to put a process in place to ensure cost savings through a streamlined purchasing with Amazon.

Amazon Business Overview:

- One centralized Amazon Business account for the organization
- Multi user (no limit on number of employees)
    - Individual employee login
    - Group structure to organize account by department – *if applicable*
- Access to 30 million additional products than available on Amazon.com
- Access to government discounts and COVID-19 storefront
- OMNIA Partners Contract Connect- Link to contract
- Guided Buying:
    - Prefer Local Sellers: Make products from local sellers easier to find
    - Prefer Diverse Sellers: Channel spend towards businesses that comply with your diversity or community policies
- Business Analytics: create and save custom reports to track spend over a specific period of time or per department
- Free standard shipping on orders over $25 and dedicated business customer support
- Business Prime – Extended Free Trial Program
    - Free two-day shipping on all orders for all users

    - Free one-day shipping on applicable orders
    - Evaluation of program benefits at 11-month mark
- Account Authority
    - Claiming coh.net email domain to the centralized account eliminating rogue account creation

I have attached a copy of the spreadsheet we will use to upload the pcard holders into the account. We will need First & Last name, Email address, and the department the user falls into.

Please let me know if you have any additional questions.

Jamie

Jamie Pious | Local Government Customer Advisor – **Amazon Business**
jmieva@amazon.com
O: 857-302-1579 | **55 Pier 4 Blvd Boston, MA**
amazonbusiness
work hard. have fun. make history.

We hope you found this message to be useful. However, if you'd rather not receive future e-mails of this sort from Amazon.com, please opt-out here.

State of Utah

Contract # MA3457

for

Online Marketplace

with

Amazon.com Services LLC

Effective: September 9, 2020

The following documents comprise the executed contract between the State of Utah and Amazon.com Services LLC effective September 9, 2020:

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

Contract # MA3457

STATE OF UTAH COOPERATIVE CONTRACT
MASTER AGREEMENT

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

Amazon.com Services LLC
Name

410 Terry Ave N
Address

Seattle | WA | 98109
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Limited Liability Company

Contact Person Marcus Handler Email mahandle@amazon.com
Vendor # VC220555 Commodity Code #00000

2. CONTRACT PORTFOLIO NAME: Online Marketplace

3. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide an online marketplace with dynamic pricing.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation # MG20-81.

5. CONTRACT PERIOD: Effective Date: September 9, 2020; Termination Date: May 5, 2025 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.

6. Payment: Prompt Payment Discount (if any): NA.

7. Administrative Fee, as described in the Rebate Agreement between OMNIA Partners and the State of Utah.

8. The Contract contains the following documents listed in the order of precedence:

ATTACHMENT A: Terms and Conditions
ATTACHMENT B: Scope of Work

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED (listed in order of precedence and below those documents listed in Section 8 in order of precedence):
   a. All other governmental laws, regulations, or actions applicable to this contract.
   b. Utah State Procurement Code, Procurement Rules, Contractor's response to solicitation #MG20-81, and Solicitation # MG20-81.
   [redacted]

10. 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 5 above.

CONTRACTOR		STATE	
DocuSigned by: Anne Rung 58F45C4A6E4F4CC	October 1, 2020	DocuSigned by: Chris Hughes 9DD542D4D304CF	October 1, 2020
Contractor's signature	Date	Director, Division of Purchasing	Date
Anne Rung	Authorized Signatory	Chris Hughes	
Type or Print Name and Title			

Michael Glenn	801-957-7137	NA	michaelglenn@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

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Attachment A
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=201613180.

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

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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 (MA3457) 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 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 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.

legal

Attachment B

Online Marketplace Scope of Work

Background:

This contract is in place in order for end users to receive access to the Contractors Online Marketplace. This contract utilizes a dynamic pricing structure in which the price for items is what is currently listed on the digital marketplace and is driven by the market. The State is seeking to provide users with 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.

Categories:

The contract includes four (4) awarded categories. This contract may only be used to purchase items that fall within the category/categories below. 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 an award contract, the State and Participating Public Agencies may choose to limit which categories their end users have access to:

1) Education-Based Accessories, Display, Products and Related Supplies
   a) 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
   a) Product-based 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 items. Items in this category should not connect to a user's network.

3) Maintenance, Repair and Operations Products (MRO)
   a) Product-based 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 related supplies.

4) Office-Based Accessories, Décor, Products, and Related Supplies
   a) 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 office related products.

Contract Deliverables:

Contractor will provide the following deliverables for the contract:

- **Online Marketplace:** Contractor will provide access and use to a digital marketplace for users of this contract to order goods and services through.
- **Digital Analytics:** Contractor will provide some form of data analytics.
- **Ability to Restrict Categories:** Contractor will provide the ability to restrict certain items (IT, furniture, etc.) as designated by participating end users as needed by each end users laws and applicable rules. Some of these features and tools are only available with Business Prime.

Dynamic Pricing:

The Amazon Business uses dynamic marketplace pricing. This contract will not need to be amended when prices fluctuate.

Cooperative Agreements:

Utilization of the Contract by OMNIA Partners' participating agencies will be at the discretion of the individual participating agency. Any modifications agreed to by participating agency and Contractor may not expand upon the Scope of Work in the Master Agreement and are exclusively between the participating agency and the Contractor.