

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM**  
**For Automatic External Defibrillators (AED) & Accessories (2017-2022)**  
**Master Agreement No. OK-SW-300**  
**Administered by the State of Alaska**  
**(hereinafter "Lead State")**  
**Between**  
**Physio-Control, Inc.**  
**(hereinafter "Contractor")**  
**And**  
**State of Alaska**  
**(hereinafter "Participating State")**

This Participating Addendum, (hereinafter "Addendum"), Number **AK17AED-02**, will add the State of Alaska as a Participating State to purchase from the NASPO ValuePoint Price Agreement (hereinafter "NASPO"), Number **MA OK-SW-300**, with Physio-Control, Inc.

**1. Scope:** This addendum covers the NASPO Automatic External Defibrillators & Accessories, lead by the State of Oklahoma for use by state agencies and other entities located in the Participating state, authorized by the state's statutes to utilize state contracts.

Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the National Association of State Procurement Officials, *Automatic External Defibrillators (AED) & Accessories (AED) Master Price Agreement, #OK-SW-300* (the "NASPO ValuePoint Master Agreement").

**2. Participation:** The following are authorized Purchasing Entities under this Participating Addendum: *The jurisdiction of a state may include all state agencies, universities, public schools and political subdivisions of the state.*

**3. Changes:** Administrative Fee: Contractor agrees to provide an Administrative Fee to the State of Alaska

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- b) Contractor must include the PA Number AK17AED-02 on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Shared Services – Statewide Contracting  
PO Box 110210  
Juneau, AK 99811-0210

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

4. **Effective Date and Contract Period:** This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

5. **Lease Agreements:** Leasing is not authorized by this Addendum.

6. **Licensing:** Contractors must be properly licensed and capable of performing the work described in the solicitation at the time of submission of the Proposal (Bid) in accordance with the Professional and Vocational licensing laws of each state. Contractors must maintain any and all requirements through the duration of this contract and Participating Addendum.

7. **Subcontractors:** Subcontractors are not allowed under this Participating Addendum

8. **Freight Charges:** Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer as set forth in the NASPO Master Agreement, except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. **Purchase Orders:** All Purchasing Entities issuing valid Purchase Orders will be bound by the terms and conditions of the NASPO Master Agreement including, without limitation, the obligation to pay Contractor for service and equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the NASPO Master Agreement. All Purchase Orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum number: AK17AED-02 shall include NASPO Master Agreement number: OK-SW-300.

10. **Order of Precedence:** The parties acknowledge and agree that:

(a) In the event of a conflict between the terms contained in the NASPO Master Agreement and this Participating Addendum, the terms and conditions of this Participating Addendum will control as between Contractor and the Participating Entity; and

(b) This §9 specifically supercedes §5 of the NASPO Master Agreement

This Participating Addendum and the NASPO Master Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the NASPO Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

**11. Primary Contact Persons:** The primary contact individuals for this participating addendum are as follows (or their named successors):

**Lead State:**

Name:	Theresa Johnson
Address:	State of Oklahoma OMES Central Purchasing 5005 N. Lincoln Boulevard, Suite 300 Oklahoma City, OK 73105
Telephone:	(405)521-2289
Fax:	None
E-Mail:	Theresa.johnson@omes.ok.gov


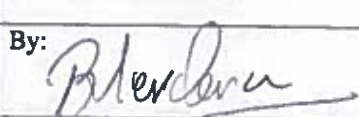
**Contractor:**

Name	Alexandra Carvalho, Contract Analyst
Address	Physio-Control, Inc. Pricing and Contracts Department 11811 Willows Road Redmond, WA 98052
Telephone	(800) 442-1142
Fax	None
E-mail	uscontracts@stryker.com

**Participating Entity:**

Name:	Shavonne Jordan, Statewide Contracting Officer
Address:	State of Alaska Department of Administration, Shared Services - Statewide Contracting PO Box 110210 Juneau, AK 99811
Telephone:	(907) 465-5682
Fax:	(907) 465-2189
E-Mail:	Shavonne.jordan@alaska.gov

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

Participating State: Alaska	Contractor: Physio-Control, Inc.
By: 	By: 
Name: Shavonne Jordan	Name: Brian Mendonca
Title: Statewide Contracting Officer	Title: Sr. Finance Director
Date: 12/8/17	Date: 12/08/2017