

PARTICIPATING ADDENDUM

NASPO ValuePoint

For Automatic External Defibrillators and Accessories

Between the State of Minnesota and Philips

NASPO ValuePoint Contract No. SW17300

State of Minnesota Contract No. 00000000000000000000135933 (135933)

1. **Scope:** Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made.
2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name: Mike Maruska or successor
Title: Buyer
Address: Minnesota Department of Administration
Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2427
Fax: 651.297.3996
E-mail: mike.maruska@state.mn.us

4. **Subcontractors:** The following subcontractor(s) are authorized to perform services. **NONE**
5. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum
- b. The NASPO ValuePoint Master Agreement
- c. The NASPO ValuePoint Solicitation
- d. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

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

1. Contract Vendor:

PHILIPS

The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Signature

Margaret

Printed Name

Digitally signed by Margaret Messelaar
DN: cn=Margaret Messelaar, o=Philips
Healthcare division of Philips North
America LLC, ou=Director Commercial
Contracts,
email=margaret.messelaar@philips.com,
c=US
Date: 2018.05.25 09:26:06 -04'00'

Title: Messelaar

Date: _____

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. State of Minnesota

Office of State Procurement

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 5/25/2018

3. State of Minnesota

Commissioner of Administration

Or delegated representative.

By: [Signature]

Date: 5/25/2018

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

- a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- e. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on October 5, 2017, or on the date of Participating Addendum execution, whichever is later, to October 4, 2018, with the option to extend up to 48 months, upon agreement by all parties.
3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
5. **INSURANCE.** See Master Agreement.
6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, defend, and hold harmless the State of Minnesota against any new claim that a Philips Product provided in the quotation infringes, misappropriates, or violates any third party intellectual property right, whether patent, copyright, trademark, or trade secret, provided that the State of Minnesota (i) provides Philips prompt written notice of the claim; (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim;

In the event: (a) a Philips' product is found or believed by Philips to infringe such a claim; or (b) State of Minnesota has been enjoined from using the Philips' product pursuant to an injunction issued by a court of competent jurisdiction, Philips

may, at its option, (i) procure the right for State of Minnesota to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to State of Minnesota a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with State of Minnesota's designs, specifications, or instructions; Philips' use of technical information or technology supplied by State of Minnesota; modifications to the product by State of Minnesota or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with any other product; if infringement would have been avoided by the use of a current unaltered release of the products; or use of the Philips Product after Philips has advised State of Minnesota, in writing, to stop use of the Philips Product in view of the claimed infringement. Philips will not be liable for any claim where the damages sought are based directly or indirectly upon the quantity or value of products manufactured by means of the products purchased under this quotation, or based upon the amount of use of the product regardless of whether such claim alleges the product or its use infringes or contributes to the infringement of such claim. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the State of Minnesota's sole remedy in the event of a claim of infringement.

The liability, if any, of Philips and its affiliates for damages whether arising from breach of the terms in the quotation, breach of Warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability. The foregoing limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
8. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

9. **RISK OF LOSS OR DAMAGE.** See Master Agreement.
10. **GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
11. **JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.
12. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

13. EQUAL PAY CERTIFICATION. If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

16. PURCHASING CARDS. Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is \$5,000 on the purchasing card.

17. TAXES. DO NOT add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are not required to submit an ST3 form to their suppliers. See [website](http://www.revenue.state.mn.us) at <http://www.revenue.state.mn.us>.

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

18. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

19. DEFAULT. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

20. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to

the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

- 21. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

- 22. PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

- 23. TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.

- 24. ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

- 25. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 26. AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract must comply with the requirements of the Americans With Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

- 27. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

28. **USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Failure to provide these reports may result in Contract cancellation.
29. **MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of 1% (.1 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The Contract Vendor must provide a report detailing the total sales to State Agencies and CPV Members. The report must be submitted with the check on or before the required 30 days after the end of the quarter.
30. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
31. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
32. **COPYRIGHT.** The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
33. **SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
34. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
35. **IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at http://mn.gov/oet/images/Stnd_State_Accessibility.pdf or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. If website, training or any of the above available through this contract, Contract Vendor agrees to develop functionality which supports accessibility.
36. **E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be

in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

- 37. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 38. SUBCONTRACTOR PAYMENT (When Applicable).** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

- 39. SOFTWARE AND LICENSING AGREEMENTS.** Not applicable.

- 40. TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.

- 41. STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

- 42. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

- 43. FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract or any resulting Purchase Orders if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contractor any resulting Purchase Orders. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

44. PRICING. The contract pricing must match or be lower than that detailed in Attachment A: Philips Addendum Exhibit One herein and incorporated by reference. The current price schedule effective January 30, 2018 is valid through October 4, 2018. Any changes to the price are not effective until approved by the State through a signed amendment to the contract.



Attachment A: Philips Addendum Exhibit One
Contract No. 135933
January 30, 2018 - October 4, 2018

ADDENDUM EXHIBIT ONE

Philips Product	Legacy Product	Product Description	List Price	Discount	Net Price	Product Status
AEDs						
FR3 (FR3 AED is temporarily Unavailable in the US by Philips)						
861388	861388	HeartStart FR3 Defibrillator, Test	2799.00	35.00	1819.35	Temporarily unavailable in the US by Philips
861389	861388 AD1	AD1 FAA Compliant Battery	25.00	35.00	16.25	Temporarily unavailable in the US by Philips
861389	861389	HeartStart FR3 Defibrillator, ECG	3320.00	35.00	2158.00	Temporarily unavailable in the US by Philips
861389	861389 AD1	AD1 FAA Compliant Battery	25.00	35.00	16.25	Temporarily unavailable in the US by Philips
FRx (FRx AED is temporarily Unavailable in the US by Philips)						
861304	861304	HeartStart FRx Defibrillator	1952.00	35.00	1268.80	Temporarily unavailable in the US by Philips
861304	861304 AD1	AD1 FRx Aviation Bundle	170.00	35.00	110.50	Temporarily unavailable in the US by Philips
861304	861304 AD4	AD4 FRx Aviation SWA, No Case	23.00	35.00	14.95	Temporarily unavailable in the US by Philips
861304	861304 C01	C01 Standard Carry Case	147.00	35.00	95.55	Temporarily unavailable in the US by Philips
861304	861304 C02	C02 Hard Case	227.00	35.00	147.55	Temporarily unavailable in the US by Philips
861304	861304 C04	C04 No Carry Case	0.00	35.00	0.00	Temporarily unavailable in the US by Philips
861304	861304 R01	R01 FRx Ready-Pack	180.00	35.00	117.00	Temporarily unavailable in the US by Philips
861304	861304 R02	R02 FRx Ready-Pack Aviation	204.00	35.00	132.60	Temporarily unavailable in the US by Philips
HS1 Onsite						
861282	M5066A	HeartStart Defibrillator, HS1	1354.00	38.00	839.48	Available
861282	M5066A C01	C01 HS1 Standard Carry Case	101.00	38.00	62.82	Available
861282	M5066A C02	C02 HS1 Slim Carry Case	35.00	38.00	21.70	Available
861282	M5066A C03	C03 Hard Case	227.00	38.00	140.74	Available
861282	M5066A R01	R01 Ready-Pack	158.00	38.00	97.85	Available
AED Supplies						
FR3 Accessories						
861394	861394	Battery Charger, FR3 Training Battery	310.00	35.00	201.50	Available
989803149941	989803149941	C-CPM METER, BUNDLE 455V	1295.00	35.00	841.75	Available
989803149951	989803149951	Cable Link, FR3 to C-CPM Meter	155.00	35.00	100.25	Available
989803149981	989803149981	SMART Pads III, 1 set	46.00	35.00	29.80	Available
989803149991	989803149991	SMART Pads III, 5 sets	208.00	35.00	135.20	Available
989803150011	989803150011	Pad Sentry, FR3	39.00	35.00	25.35	Available
989803150011	989803150011	Infant/Child Key, FR3	97.00	35.00	63.05	Available
989803150041	989803150041	3-Lead ECG Cable, FR3, AAMI	305.00	35.00	198.25	Available
989803150111	989803150111	Fast Response Kit, FR3	51.00	35.00	33.15	Available
989803150161	989803150161	Primary Battery, FR3	270.00	35.00	175.50	Available
989803150171	989803150171	FAA Compliant Battery, FR3	261.00	35.00	169.85	Available
989803150211	989803150211	Bottom Case Insert for FR3 Case	37.00	35.00	24.05	Available
989803150241	989803150241	Rechargeable clinical use battery, FR3	500.00	35.00	315.00	Available
989803162311	989803162311	CPM Meter Cradle, FR3	23.00	35.00	14.95	Available
FR3 Training Materials						
861467	861467	AED Trainer 3	451.00	35.00	293.15	Available
861467	861467 AD1	AD1 Case, Pads, Cable, Key	0.00	35.00	0.00	Available
989803150181	989803150181	Replacement Training Pads III	26.00	35.00	16.90	Available
989803150191	989803150191	FR3 Training Pack	305.00	35.00	198.25	Available
989803150211	989803150211	Interconnect Cable, Training Pads III	19.00	35.00	12.45	Available
989803171631	989803171631	Remote Control for AED Trainer 3	48.00	35.00	31.20	Available
FRx Accessories						
989803139261	989803139261	HeartStart SMART Pads II	36.00	35.00	36.40	Available
989803139311	989803139311	Aviation Battery, FRx Defibrillator	170.00	35.00	114.40	Available
989803139311	989803139311	Infant/Child Key, FRx Defibrillator	105.00	35.00	68.25	Available
FRx Training Materials						
861306	861306	HeartStart FRx Trainer	369.00	35.00	239.85	Available
989803138001	989803138001	Quick Reference Guide, FRx, English	3.00	35.00	3.25	Available
989803138271	989803138271	Owner Manual, FRx, English	23.00	35.00	14.85	Available
989803139271	989803139271	HeartStart Adult Training Pads II Kit	84.00	35.00	54.60	Available
989803139291	989803139291	Replacement Training Pads II	34.00	35.00	22.10	Available
989803139321	989803139321	Training Toolkit, FRx Defib, US Eng NTSC	34.00	35.00	22.10	Available
989803139341	989803139341	Training Video, FRx Defib, US Eng NTSC	16.00	35.00	10.40	Available
FRx/Onsite Accessories						
98980312181	M5070A	HS1 Battery Pack	169.00	35.00	109.85	Available
FRx/Onsite Training Materials						
98980312981	M5080A	External Manikin Adapter	58.00	35.00	37.70	Available
98980313044	M5088A	Internal Manikin Adapter	34.00	35.00	22.10	Available
989803136471	M5090A	Adult Pad Placement Guide	29.00	35.00	18.85	Available
989803139281	989803139281	HeartStart Inf./Ch. Pad Placement Guide	29.00	35.00	18.85	Available
HeartStart Cabinets, Cases & Wall Mounts						
98980310091	M3899A	Secure Pull Seal for Wall Mount, 1D pack	11.00	35.00	7.15	Available
989803110091	PF7023D	AED Cabinet, Semi-recessed	469.00	35.00	304.85	Available
989803110091	PF7024D	AED Cabinet, Wall Surface Mounted	440.00	35.00	286.00	Available
98980310251	VC	Carrying Case, Plastic Waterproof Shell	227.00	35.00	147.55	Available
98980312141	M5075A	Standard Carry Case for HeartStart HS1	133.00	35.00	86.45	Available
989803121441	M5076A	Slim Carry Case for HeartStart HS1	112.00	35.00	72.80	Available
989803136531	989803136531	Defibrillator Cabinet - Basic	253.00	35.00	164.45	Available
989803139251	989803139251	Carrying Case, FRx Defibrillator	147.00	35.00	95.55	Available
989803139531	989803139531	HeartStart FRx Trainer Carry Case	29.00	35.00	18.85	Available
989803149971	989803149971	Philips System Case, Basic, FR3	241.00	35.00	157.85	Available
989803169181	989803169181	Defibrillator Cabinet, BLANK, Basic	250.00	35.00	162.50	Available
989803170891	989803170891	AED Wall Mount	98.00	35.00	63.70	Available
989803179161	989803179161	Philips Soft System Case w/o Auto-On FR3	164.00	35.00	106.60	Available
989803179161	989803179161	Philips Small Soft Case w/o Auto-On, FR3	160.00	35.00	104.00	Available
HeartStart Data Management						
861431	861431	Event Review Pro 5	0.00	35.00	0.00	Available
861431	861431 AD1	AD1 Single-PC License	2570.00	35.00	1670.50	Available
861431	861431 A03	A03 Simulcast License	6175.00	35.00	4013.75	Available
861431	861431 A05	A05 ERPro Limited Distribution	2.00	35.00	1.30	Available
861431	861431 A06	A06 Multi-download License	6165.00	35.00	4007.25	Available
861436	861436	ER Pro 5 Upgrade from 4.x	0.00	35.00	0.00	Available
861436	861436 AD1	AD1 Single-PC License	1025.00	35.00	666.25	Available
861436	861436 A03	A03 Site-Wide License	2055.00	35.00	1335.1	Available
861436	861436 A05	A05 ERPro Upgrade Limited Dist	2.00	35.00	1.30	Available
861451	861451	HeartStart Data Messenger	0.00	35.00	0.00	Available
861451	861451 AD1	AD1 - Single PC License	215.00	35.00	139.75	Available
861451	861451 A03	A03 - Site License	4100.00	35.00	2665.00	Available
861451	861451 A05	A05 DIM Limited Distribution	2.00	35.00	1.30	Available
861487	861487	HeartStart Configure Software	67.00	35.00	43.55	Available
861487	861487 AD1	AD1 Configure - United States	0.00	35.00	0.00	Available
861487	861487 A05	A05 Config Limited Distribut	2.00	35.00	1.30	Available
989803150061	989803150061	Data Card, FR3	92.00	35.00	59.80	Available
989803150081	989803150081	Bluetooth transceiver module, FR3	139.00	35.00	90.35	Available
HeartStart Wall Signs, Awareness Placards, Posters						
861476	861476	AED Awareness Posters	22.00	35.00	14.30	Available
861477	861477	AED Wall Mount and Signage Bundle	143.00	35.00	92.95	Available
861478	861478	AED Signage Bundle	66.00	35.00	42.90	Available
989803170901	989803170901	AED Awareness Placard, red	27.00	35.00	17.55	Available
989803170911	989803170911	AED Awareness Placard, green	26.00	35.00	16.90	Available
989803170921	989803170921	AED Wall Sign, red	35.00	35.00	23.40	Available
989803170931	989803170931	AED Wall Sign, green	35.00	35.00	22.75	Available
Onsite Accessories						
861291	M5071A	HS1 Adult SMART Pads Cartridge	67.00	35.00	43.55	Available
861292	M5072A	HS1 Infant/Child SMART Pads Cartridge	108.00	35.00	70.20	Available
Onsite Training Materials						
861293	M5073A	HS1 Adult Training Pads Cartridge	84.00	35.00	54.60	Available
861294	M5074A	HS1 Infant/Child Training Pads Cartridge	91.00	35.00	59.15	Available
989803130431	M5087A	HeartStart Trainer Replacem. Carry Case	29.00	35.00	18.85	Available
Mts Supplies						
Multifunction Electrode Pads						
989803106971	M3501A	Adult/Child Pads AAMI Barrel Conn.	271.00	23.00	208.67	Available
989803106971	M3501A	Infant Pads AAMI Barrel Conn.	143.00	23.00	110.23	Available
98980310781	M3713A	HeartStart Adult/Child Plus Pads	290.00	23.00	233.30	Available
98980310781	M3716A	HS Adult/Child Radiolucent Pads	310.00	23.00	238.70	Available
98980310781	M3717A	HeartStart Infant Plus Pads	155.00	23.00	119.35	Available
98980312541	M3718A	HS Adult Radiopaque Pads	420.00	23.00	323.40	Available
98980312541	M3719A	HS Peds Radiopaque Pads	190.00	23.00	138.60	Available
989803166021	989803166021	Adult/Child Pre-Connect Defib Pad	315.00	23.00	242.55	Available
External Multifunction Cables and Test Leads						
98980310571	M1781A	CM 50 ohm Test Lead	129.00	23.00	99.33	Available
989803106971	M3507A	Hands-free Cable Barrel Conn.	142.00	23.00	109.10	Available
989803106981	M3508A	HeartStart Hands-free Cable	133.00	23.00	101.64	Available
98980310781	M3725A	HeartStart 50 ohm Test Lead	125.00	23.00	96.25	Available
989803158651	989803158651	Replacement Pads/CPM Meter Cable	180.00	35.00	117.00	Available
External Paddles						
98980312961	M3543A	External Paddles - Water Resistant	731.00	23.00	562.87	Removed 201710
ECG Monitoring Electrodes						
989803105971	M2202A	Adult Radiolucent Foam Electrode	116.00	23.00	89.32	Available

989803148801	989803148801	Adult Solid Gel Snap Electrode (Foam)	194.00	23.00	149.38	Available
989803148812	989803148812	Adult Radiolucent Electrode (Foam)	185.00	23.00	142.45	Available
12 Lead ECG Cables & Lead Sets						
989803144911	M1602A	CB1 5 Lead Snap Chest AAMI, ICU	116.00	23.00	89.32	Available
989803144991	M1644A	CB1 5 Leadset, Snap, AAMI, ICU	104.00	23.00	80.08	Available
989803144791	M1644A	CB1 10 Lead ECG Trunk AAMI/ECG 2m	254.00	23.00	206.81	Available
989803125841	M1976A	CB1 5 Leadset, Grabber, AAMI, ICU	113.00	23.00	87.01	Available
989803125881	M1976A	CB1 5 Leadset, Grabber, Chest, AAMI/ICU	104.00	23.00	80.08	Available
989803176161	989803176161	CB1 5 Lead, Snap, SHG, AAMI, Limb, Rgd	120.00	23.00	92.40	Available
989803176171	989803176171	CB1 5 Lead, Snap, SHG, AAMI, Chest, Rgd	140.00	23.00	107.80	Available
3 Lead Cable Set						
989803103811	M1500A	CB1 3 Lead ECG Patient Trunk, AAMI	150.15	23.00	115.62	Available
989803104381	M1505A	CB1 Shielded 3-Ld, Snaps, Safety, AAMI	116.55	23.00	89.74	Available
5 Lead Cable Set						
989803103941	M1520A	CB1 5 Lead ECG Patient Trunk, AAMI	198.45	23.00	152.81	Available
989803104521	M1525A	CB1 Shielded 5-Ld, Snaps, Safety, AAMI	127.05	23.00	97.83	Available
SpO2						
989803103251	M1130A	Pediatric/Adult Ear Clip SpO2 Sensor	264.00	23.00	203.28	Available
989803103261	M1135A	SpO2 INFANT SENSOR	264.00	23.00	203.28	Available
989803128631	M1196A	Reusable Clip Adult SpO2 Sensor	113.00	23.00	87.01	Available
989803128641	M1196T	Reusable Clip Adult SpO2 Sensor	92.00	23.00	70.84	Available
989803105081	M1941A	CB1 SpO2 Extension Cable, 2m	120.00	23.00	92.40	Available
989803105091	M1942A	SpO2 Pin Inlet Adapter, cb1 1.2m (8-pin)	180.00	23.00	138.00	Available
989803128651	M1943AL	SpO2 8-pin D-sub Adapter cable 3m (8-pin)	210.00	23.00	161.70	Available
989803128311	M1131A	Disposable Adult/Pedi SpO2 Sensor	244.00	23.00	187.88	Available
989803128541	M1137A	Infant Disposable SpO2 Sensor	297.00	23.00	228.69	Available
989803144371	M1191B	Reusable Adult SpO2 Sensor	264.00	23.00	203.28	Available
989803144381	M1191BL	Reusable Adult SpO2 Sensor	276.00	23.00	212.92	Available
989803128591	M1191T	Reusable SpO2 Sensor Adult	225.00	23.00	173.25	Available
989803103231	M1192A	SNR SpO2 Pedi/Small adult finger	264.00	23.00	203.28	Available
989803128511	M1192T	Reusable SpO2 Sensor Pediatric	225.00	23.00	173.25	Available
989803103241	M1193A	SNR Neonatal Hand/Foot SpO2	264.00	23.00	203.28	Available
NIBP Interconnect Tubing						
989803104331	M1588B	Adult NIBP Air Hose 1.5m	73.00	23.00	56.21	Available
989803104341	M1599B	Adult NIBP Air Hose 3.0m	89.00	23.00	53.13	Available
Reusable Blood Pressure Cuffs						
989803101151	40400A	Traditional Reusable NIBP Cuff Kit	169.05	23.00	130.17	Available
989803101161	40400B	Traditional Reusable NIBP Cuff Kit	297.15	23.00	228.81	Available
989803101171	40401A	Traditional Reusable NIBP cuff/Infant	38.85	23.00	29.91	Discontinued
989803101181	40401B	Traditional Reusable NIBP cuff/Pediatric	47.00	23.00	32.34	Discontinued
989803101191	40401C	Traditional reusable NIBP cuff/adult	47.25	23.00	36.38	Available
989803101201	40401D	Traditional reusable NIBP cuff/fig. adult	57.75	23.00	44.47	Discontinued
989803101211	40401E	Traditional reusable NIBP cuff/High	81.90	23.00	63.06	Discontinued
989803101251	M1572A	Comfort Care Cuff, Pediatric	35.00	23.00	27.21	Available
989803101261	M1573A	Comfort Care Cuff, Small Adult	43.00	23.00	32.34	Available
989803104171	M1574A	Comfort Care Cuff, Adult	43.00	23.00	32.34	Available
989803104181	M1575A	Comfort Care Cuff, Large Adult	51.00	23.00	39.27	Available
989803104191	M1576A	Comfort Care Cuff, Thigh	66.00	23.00	50.82	Available
989803147811	M4553B	Easy Care Cuff, 1 Hose, Infant (1)	27.00	23.00	20.79	Available
989803147811	M4553B	Easy Care Cuff, 1 Hose, Pediatric (1)	29.00	23.00	22.33	Available
989803147811	M4554B	Easy Care Cuff, 1 Hose, Small Adult (1)	34.00	23.00	26.18	Available
989803147811	M4555B	Easy Care Cuff, 1 Hose, Adult (1)	33.00	23.00	25.64	Available
989803147811	M4556B	Easy Care Cuff, 1 Hose, Adult XL (1)	40.00	23.00	30.80	Available
989803147811	M4557B	Easy Care Cuff, 1 Hose, Lrg Adult (1)	33.00	23.00	25.41	Available
989803147901	M4558B	Easy Care Cuff, 1 Hose, Lrg Adult XL (1)	45.00	23.00	34.65	Available
989803147911	M4559B	Easy Care Cuff, 1 Hose, Thigh (1)	52.00	23.00	40.04	Available
Disposable Blood Pressure Cuffs						
989803148001	M4572B	Gentle Care Cuff, Infant 1-tube	84.00	23.00	64.68	Available
989803148011	M4573B	Gentle Care Cuff, Pediatric, 1-tube	65.00	23.00	50.05	Available
989803148021	M4574B	Gentle Care Cuff, Small Adult, 1-tube	67.00	23.00	51.59	Available
989803148031	M4575B	Gentle Care Cuff, Adult, 1-tube	72.00	23.00	55.44	Available
989803148041	M4576B	Gentle Care Cuff, Adult XL, 1-tube	83.00	23.00	67.76	Available
989803148051	M4577B	Gentle Care Cuff, Large Adult, 1-tube	72.00	23.00	55.44	Available
989803148061	M4578B	Gentle Care Cuff, Large Adult XL, 1-tube	88.00	23.00	75.46	Available
989803148071	M4579B	Gentle Care Cuff, Thigh, 1-tube	85.00	23.00	65.45	Available
ECG2 Intubated Circuits						
989803105331	M1920A	Filterline Set Adult/Pedi	343.40	23.00	264.42	Available
989803105341	M1921A	Filterline H Set Adult/Pedi	534.29	23.00	411.40	Available
989803105351	M1923A	Filterline H Set Infant/Neonatal	686.80	23.00	528.84	Available
Non-Intubated Dual Purpose Circuits (CO2 O2)						
989803129711	M2520A	SMART CAPNOLINE O2, PEDIATRIC	539.34	23.00	415.29	Available
989803129721	M2522A	SMART CAPNOLINE O2 plus, ADULT, Intermid	539.34	23.00	415.29	Available
989803129731	M2524A	SMART CAPNOLINE, PEDIATRIC	493.89	23.00	380.30	Available
989803129741	M2526A	SMART CAPNOLINE plus, ADULT, Intermid	493.89	23.00	380.30	Available
Disposable Temperature Supplies						
989803100941	21090A	Esophageal/Rectal Temperature Probe	161.00	23.00	123.97	Available
989803100951	21091A	Skin Surface Temperature Probe	150.00	23.00	115.50	Available
989803100961	21093A	Esophageal/Stethoscope Temperature Probe	206.00	23.00	158.62	Available
989803100971	21094A	Esophageal/Stethoscope Temperature Probe	215.00	23.00	166.32	Available
989803100981	21095A	Esophageal/Stethoscope Temperature Probe	207.00	23.00	159.39	Available
989803100991	21096A	Foley Catheter Temperature Probe	214.00	23.00	164.78	Available
989803101001	21097A	Foley Catheter Temperature Probe	211.00	23.00	162.47	Available
989803105211	M1837A	Esophageal/Rectal Temperature Probe	161.00	23.00	123.97	Available
Reusable Temperature Supplies						
989803100811	21075A	Esophageal/Rectal Temperature Probe	98.00	23.00	75.46	Available
989803100821	21076A	Esophageal/Rectal Temperature Probe	139.00	23.00	107.03	Available
989803100901	21078A	Skin Surface Temperature Probe	198.00	23.00	152.46	Available
989803100921	21082A	Long Extension Cable	32.00	23.00	40.04	Available
989803100931	21082B	Short Extension Cable	60.00	23.00	46.20	Available
Batteries & Chargers						
989803129011	M3538A	Lithium Ion Battery Module	415.00	23.00	319.55	Available
Paper						
989803101501	40457C	1-Channel Chemical Thermal Paper, Gray	36.00	23.00	27.77	Available
989803101511	40457D	1-Channel Chem/Thermal Paper, 40 mm grid	191.00	23.00	147.07	Available
989803138171	989803138171	Defibrillator Chemical/Thermal Paper	62.00	23.00	47.74	Available
989803138181	989803138181	Defibrillator Chemical/Thermal Paper	487.00	23.00	374.99	Available
Cases						
989803128021	M3541A	Carrying Case for Fusion	355.00	23.00	273.35	Available
989803185181	989803185181	Mix Black Soft Carry Bag Universal	345.00	23.00	265.65	Available
989803174261	989803174261	Mix Black Soft Carry Case Straps	30.00	35.00	19.50	Available
Color Handles						
989803131691	M5521A	Color Handle - Green	16.00	23.00	12.32	Material Discontinued as part of Mixx shutdown effective 5/10/2017
989803131701	M5522A	Color Handle - Blue	16.00	23.00	12.32	Material Discontinued as part of Mixx shutdown effective 5/10/2017
989803131711	M5523A	Color Handle - Yellow	16.00	23.00	12.32	Material Discontinued as part of Mixx shutdown effective 5/10/2017
989803131721	M5524A	Color Handle - Red	16.00	23.00	12.32	Material Discontinued as part of Mixx shutdown effective 5/10/2017
989803131731	M5525A	Color Handle - Grey	16.00	23.00	12.32	Material Discontinued as part of Mixx shutdown effective 5/10/2017
Miscellaneous						
989803129071	M3537A	Bed Rail Hook	26.00	23.00	20.02	Available
989803135961	M4762A	O2 CW Compression Sensor Adhesive Pads	54.00	23.00	41.58	Available
989803143341	M4759A	Rect. Pdl Electrode Repl. M3535A - Grey	75.00	23.00	57.75	Available
989803145361	M3549A	Mix Wide Bed Rail Hook	64.00	23.00	49.28	Available
989803145571	M4737A	Mix Display Cover	88.00	23.00	67.76	Available
989803146981	989803146981	Mix Data Card and Tray	108.00	23.00	83.16	Available
989803162391	989803162391	CPN Meter Patient Adhesive Pads	50.00	23.00	38.50	Available