

**PARTICIPATING ADDENDUM TO THE NASPO VALUEPOINT COOPERATIVE  
PURCHASING ORGANIZATION AUTOMATIC EXTERNAL DEFIBRILLATOR  
(AED) & ACCESSORIES, CONTRACT NO. OK-SW-300**

This Participating Addendum (“Addendum”), which has been assigned Contract No. 400019899, between Zoll Medical Corporation (“Contractor”) and the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of General Services (“DGS”) is entered into pursuant to the Automatic External Defibrillator (AED) & Accessories Contract No. OK-SW-300 (“Master Agreement”) between Zoll Medical Corporation and **the State of Oklahoma** (“Oklahoma”) on behalf of the **NASPO ValuePoint Cooperative Purchasing Organization** (“NASPO ValuePoint”).

**WHEREAS**, Oklahoma, on behalf of NASPO ValuePoint, issued Request for Proposal No. SW17300 and subsequently entered into the Master Agreement with the Contractor, pursuant to which the Contractor provides automatic external defibrillators (AED) and accessories as described in the Master Agreement; and

**WHEREAS**, the Commonwealth desires to participate in the Master Agreement to procure external defibrillators (AED) and accessories from the Contractor under the Master Agreement; and

**WHEREAS**, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

**NOW, THEREFORE**, intending to be legally bound hereby, DGS and the Contractor agree as follows:

1. The Master Agreement is defined as Contract No. OK-SW-300 entered into by the State of Oklahoma and Contractor, and all other documents attached thereto or incorporated by reference in that Master Agreement as found at:  
<http://www.naspovaluepoint.org/#/contract-details/94/contractor/592> . The Master Agreement is also attached as **Exhibit A** to this Participating Addendum. Except as set forth in this Addendum, DGS and Contractor agree to be bound by the terms and conditions as stated in the Master Agreement.
2. DGS and Contractor agree to be bound by the Commonwealth of Pennsylvania Standard Terms and Conditions, attached hereto as **Exhibit B** and made part of this Addendum.
3. To the extent language contained in **Exhibit A**, the Master Agreement, requires the Commonwealth to pay late payment fees or overdue account charges, such language is deleted from this Contract.
4. Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Contractor must: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services

(“DGS”) pursuant to Section 3503 of the Procurement Code and is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). Contractor must complete and return the Iran Free Procurement Certification form, which is attached hereto as **Exhibit C** and made part of this Addendum.

5. Contractor and DGS agree that COSTARS Program members shall be eligible to utilize this Addendum under the same terms and conditions as the Commonwealth. By electing to allow for COSTARS participation in this contract, Contractor agrees to pay the applicable annual administrative fee and abide by the reporting requirements described Section I.1 IFB-027.1 of Exhibit B to this Addendum.
6. To the extent that there is a conflict between the contract documents, the order of precedence shall be:
  - a. This Participating Addendum.
  - b. The Commonwealth of Pennsylvania Terms and Conditions, which is attached hereto as **Exhibit B**.
  - c. The Master Agreement which is attached as **Exhibit A**.
7. This Participating Addendum shall commence on the Effective Date as described in Section 1.3 CONTRACT-002.1d of Exhibit B and shall expire on October 4, 2019. This contract may be extended for an additional 36 months at the discretion of DGS provided that the extension is exercised by NASPO ValuePoint.
8. The fully-executed Participating Addendum shall not contain “ink” signatures by the Commonwealth. After signature by the Contractor on this document, the Participating Addendum will be submitted for required Commonwealth approvals through the Commonwealth’s SRM system. The Participating Addendum will be effective following the final Commonwealth approval and it has been sent to the Contractor.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have signed this Participating Addendum.

Witness:

By: Kinga Kardasinska 8/31/2018  
Date

Contractor:

By: [Signature] 08/31/2018  
Date

KINGA KARDASINSKA, SENIOR CONTRACT ADMIN.  
Printed Name and Title

Scott Carpenter, Sr. Director of Sales Ops & Controller  
Printed Name and Title

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically \_\_\_\_\_  
Deputy Secretary for Procurement Date

**PENNSYLVANIA DEPARTMENT OF TREASURY:**

To be obtained electronically \_\_\_\_\_  
Treasurer (or Designee) Date

**APPROVED AS TO FORM AND LEGALITY:**

To be obtained electronically \_\_\_\_\_  
Office of Chief Counsel Date

To be obtained electronically \_\_\_\_\_  
Office of General Counsel Date