

**Participating Addendum
for
Automatic External Defibrillator & Accessories
between
The State of Rhode Island
and
ZOLL Medical Corporation**

This Participating Addendum is entered into by the State of Rhode Island ("Participating Entity" or "State") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK SW0300, executed by Contractor and the State of Oklahoma ("Lead State") for Automatic External Defibrillator & Accessories ("Master Agreement"):

ZOLL Medical Corporation ("Contractor")
269 Mill Road
Chelmsford, MA 01824

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Bernie MacArthur
Sr. Director, Global Contracts
gpoandstatecontracts@zoll.com
(978) 421-9655

Participating Entity's contact for this Participating Addendum is:

Luke Lawrence
Procurement Specialist II
Luke.lawrence@purchasing.ri.gov
401-574-8134

- II. TERM.** This Participating Addendum is effective as of the date of issuance of the corresponding Master Price Agreement award issued by the Participating Entity and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all State agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the State, and nonprofit organizations within the State if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors,



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 Between **State of Rhode Island** and
ZOLL Medical Corporation

resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on the corresponding Purchase Order issued by the Participating Entity. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.

- a. **Master Price Agreement Contract Administrative Fee:** In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual revenue against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020, all MPA contracts shall be assessed the 1% contract administrative fee.
- b. **Quarterly Reporting and Administrative Fee Schedule.** Usage reports are due within thirty (30) days following the end of quarter close. The usage report and administrative fee submission schedule is outlined in the table below. All reporting entries are based on Net Revenue Sale.

USAGE REPORT PROCESSING MONTH	USAGE REPORTS DUE BY	ADMINISTRATIVE FEE PAYMENT DUE BY
JANUARY 1 – MARCH 31	APRIL 30	MAY 31
APRIL 1 – JUNE 30	JULY 31	AUGUST 31
JULY 1 – SEPTEMBER 30	OCTOBER 31	NOVEMBER 30
OCTOBER 1 – DECEMBER 31	JANUARY 31	FEBRUARY 28

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. N/A.

X. ATTACHMENTS. This Participating Addendum includes the following terms/conditions and attachments:



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- a. Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- b. Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et. seq.*
- c. Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>.
- d. Any Purchase Agreement arising from a Participating Addendum shall be subject to General Conditions of Purchase Addendum A, Schedule A1 located at <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>.
- e. Named Contractor must register in Ocean State Procures (OSP™) before a Master Price Agreement award can be issued by the Participating Entity.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Contracts
gpoandstatecontracts@zoll.com
 with a copy to legalnotice@zoll.com
 (978) 421-9655

For Participating Entity:

Luke Lawrence
 Procurement Specialist II
Luke.lawrence@purchasing.ri.gov
 401-574-8134

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

DocuSigned by:

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Signature

Roger Perez

Printed Name

VP and General Manager-Public Safety

Title

11/4/2024

Date

PARTICIPATING ENTITY:

Signature

Amanda Rivers

Printed Name

Deputy Purchasing Agent

Title

November 4, 2024

Date