

Participating Addendum Number SW030
for
Automated External Defibrillator (AED) and Accessories
between
State of Iowa
and
Zoll Medical Corporation

This Participating Addendum is entered into by STATE OF IOWA ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number SW0300 executed by Zoll ("Contractor") and the State of OKLAHOMA ("Lead State") for Automated External Defibrillator (AED) and Accessories ("Master Agreement"):

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:
Ann Asselin
Manager, GPO and State Contracts
gpoandstatecontracts@zoll.com
978-421-9285

Participating Entity's contact for this Participating Addendum is:
Carlos Fuentes
Statewide Procurement Officer
carlos.fuentes1@iowa.gov
515-240-2698

II. TERM. This Participating Addendum is effective as of the date of the last signature below 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. Use of specific cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by State of Iowa statutes to use state contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. 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. ORDER OF PRECEDENCE. The Order of Precedence shall be as outlined in Section III of the Master Agreement. For the avoidance of doubt, no other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

VI. 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.

AED Units that are approved by the FDA:

Category I: Fully Automated

Category II: Semi-Automated

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AED Accessories

A list of the most used consumables and accessories have been identified below:

- i. Batteries
- ii. Adult Pads (electrodes)
- iii. Pediatric Pads (electrodes)
- iv. Carrying Cases
- v. Wall Mount Kits
- vi. Fast Response Kits

- 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, 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.

VII. DEFINITIONS. For the purposes of this Participating Addendum, the following words shall be defined as set forth below:

"Contract" means the collective documentation memorializing the terms of the Participating Addendum between the State and the Contractor, and includes the Master Agreement and all additional documentation listed in Section III of the Master Agreement.

"Contractor" means the provider of goods under the Contract.

"Product" refers to any other products, goods, materials or items that are ordered, developed, produced, delivered, installed, licensed, performed, provided, or otherwise made available, under or through this Contract or Order. The term "Product" includes all related, provided, or supplied Documentation, updates, source code, upgrades, and enhancements.

"State" means the State of Iowa and all state agencies, boards, and commissions, and any political subdivisions making purchases off of this Contract as permitted.

VIII. TERMS. The Agency is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IX. NON-EXCLUSIVITY. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Participating Addendum shall not restrict the State of Iowa, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organization and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

X. COMPLIANCE WITH THE LAW; NONDISCRIMINATION IN EMPLOYMENT. The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing under this Participating Addendum, including without limitation, all laws applicable to the

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prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State of Iowa a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Participating Addendum. In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Participating Addendum, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Participating Addendum to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Participating Addendum and the State of Iowa may cancel, terminate, or suspend, in whole or in part, this Participating Addendum. The State of Iowa may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

- XI. AUTHORIZED DISTRIBUTORS.** All Contractors and resellers authorized in the State of Iowa, are listed in Contractor's Authorized Distributor List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's subcontractor, dealer and reseller participation will be in accordance with the terms and conditions set forth in the Master Agreement.
- XII. CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall solely be brought in the District Court for the State of Iowa in the county where venue is appropriate. Alternatively, if venue is proper in federal court, suit shall solely be brought in the United States District Court for the Northern or Southern District of Iowa, wherever jurisdiction is appropriate. Nothing contained in this provision shall be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity or Eleventh Amendment immunity, which may be available to the State.
- XIII. PRICING.** The Contractor's stated prices on the NASPO ValuePoint Contractor website shall be discounted using the discounts and price lists approved and agreed to by the NASPO ValuePoint Master Price Agreement. Minimum discounts listed in the price list must be held firm for the duration of the Contract's term. The State of Iowa will be given the immediate benefit of any nationwide published commercial price list decrease. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.
- XIV. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number #SW0300 on an Order. 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.
- XV. INVOICING.** For the duration of the contract, all product pricing on invoices submitted to the State of Iowa and political subdivisions shall:
- Not fall short of the discounts quoted on the Pricing List.
 - Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited shipment. For expedited shipment, the Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.
 - Be verifiable against the manufacturer's then-current retail price list.
- XVI. PAYMENT TERMS.** Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

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- XVII. DELAY OF PAYMENT DUE TO CONTRACTOR'S FAILURE.** If the State determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contracts until such service or product is performed or delivered. In this event, the State may withhold that portion of the Contractor's compensation which represents payment for goods that were not delivered.
- XVIII. SETOFF AGAINST SUMS OWED BY THE CONTRACTOR.** In the event that the Contractor owes the State any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed to the State against any sum owed by the State to the Contractor in the State's sole discretion, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under the law of setoff.
- XIX. TAXES.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables.
- XX. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**
- a. ADMINISTRATIVE FEE.** Without affecting the approved Goods or Service prices or discounts specified in the Contract, the State of Iowa shall receive one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the State of Iowa, made payable to the Iowa Department of Administrative Services.

Send to:
State of Iowa – DAS/Central Services Enterprise
Attention: DAS – Finance
1305 East Walnut Street, 3rd Floor
Des Moines, IA 50319
 - b. QUARTERLY REPORTS.** This contract permits other State Agencies and political subdivisions to purchase from the Contract. The Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all State agencies and political subdivisions making purchases from this Contract and the quantities purchased pursuant to the Contract during the reporting period. The Contractor shall submit quarterly reports via email to the State of Iowa Contract Manager.

Reporting Schedule – based on calendar year
Quarter 1 (Jan 1 – Mar 31) - Due Apr 30
Quarter 2 (Apr 1 – Jun 30) - Due July 31
Quarter 3 (July 1 – Sept 30) - Due Oct 31
Quarter 4 (Oct 1 – Dec 31) - Due Jan 31
- XXI. 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.
- XXII. INFORMATION TECHNOLOGY STANDARDS.** Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates or is inconsistent with any of the following shall be deemed void, and of no force and effect: (i) a Participating State's constitution, or a statute, administrative rule, or regulation of that State; or (ii) the laws of a local entity making a purchase.
- XXIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:

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- a. Attachment 1 NASPO ValuePoint AED RFP#EV00000354
- b. Attachment 2 NASPO ValuePoint AED Portfolio MAP
- c. Attachment 3 NASPO ValuePoint AED Contract
- d. Attachment 4 NASPO ValuePoint & State of Iowa Participating Addendum MA 25026
- e. Attachment 5 Zoll Medical Corporation Pricing
- f. Attachment 6 Zoll Medical Corporation authorized Distributor List

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

For Zoll Medical Corporation:

Contracts

gpoandstatecontracts@zoll.com

413-231-7292

With a copy to LegalNotices@zoll.com

For State of Iowa:

Carlos Fuentes

Statewide Procurement Officer

carlos.fuentes1@iowa.gov

515-240-2698

XXV. 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.

ZOLL MEDICAL CORPORATION:

DocuSigned by:



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Signature

Roger Perez

Printed Name

VP and General Manager-Public Safety

Title

11/1/2024

Date

STATE OF IOWA:



Signature

Karl Wendt

Printed Name

Chief Procurement Officer

Title

November 1, 2024

Date