

AUTOMATIC EXTERNAL DEFIBRILLATORS & ACCESSORIES
Led by the State of **Oklahoma**

Master Agreement #: OK-SW-300

Contractor: PHILIPS HEALTHCARE,
A DIVISION OF PHILIPS NORTH AMERICA, LLC

Participating Entity: STATE OF IOWA

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Automatic External Defibrillators and Accessories** led by the State of **Oklahoma** for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **Iowa**. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|------------|---|
| Name: | Jeff Adams, Philips Healthcare |
| Address: | 21 Citation Circle Wheaton, IL 60189 |
| Telephone: | 630-423-2397 |
| Email: | Jeff.adams@philips.com |



AUTOMATIC EXTERNAL DEFIBRILLATORS & ACCESSORIES
Led by the State of **Oklahoma**

Participating Entity

| | |
|------------|--|
| Name: | DAS CENTRAL PROCUREMENT & FLEET ENTERPRISE |
| Address: | Hoover Building, 3 rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319 |
| Telephone: | 515-281-4774 |
| Fax: | 515-725-2064 |
| Email: | Purchasing.Mailbox@iowa.gov |

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Section: General Provisions

17. Payment Terms NET60

Payment after Acceptance is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later.

39. 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, orders when performing under the Contract, including without limitation, all laws applicable to the 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 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.



AUTOMATIC EXTERNAL DEFIBRILLATORS & ACCESSORIES
Led by the State of **Oklahoma**

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 Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in section 1.13.8, 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 Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare 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.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of **Iowa**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



AUTOMATIC EXTERNAL DEFIBRILLATORS & ACCESSORIES
Led by the State of **Oklahoma**

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

| | |
|--|-----------------------------------|
| Participating Entity: DAS CENTRAL PROCUREMENT & FLEET ENTERPRISE | Contractor: PHILIPS HEALTHCARE |
| Signature: | Signature: |
| Name: Julie Janssen | Name: Margaret Messelaar |
| Title: PURCHASING AGENT | Title: Director |
| Date: | Date: |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|--------------------------------------|--------------------------|
| Cooperative Development Coordinator: | Tim Hay |
| Telephone: | (503) 428-5705 |
| Email: | thay@naspovaluepoint.org |