

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://sfsd.mt.gov/>

**T.C. #: NASPO #SW300**  
**Title: Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest Compression Units**  
**This is a non-exclusive contract.**

CONTRACT TERM	FROM	April 1, 2015	CONTRACT STATUS	NEW <input type="checkbox"/>
	TO	March 31, 2017		RENEW <input checked="" type="checkbox"/> Final year
VENDOR ADDRESS	VARIOUS		ORDER ADDRESS	
ATTN:	Per Contractor		ATTN:	
PHONE:	Per Contractor		PHONE:	
FAX:	Per Contractor		FAX:	
E-MAIL:	Per Contractor		E-MAIL:	

PRICES: Per Contractor Pricing

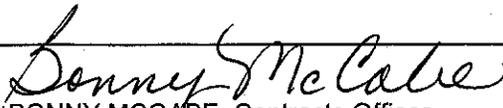
DELIVERY: Per Contractor

F.O.B.: Per Contractor

TERMS: Per Contractor

REMARKS: This is a NASPO Cooperative Contract; Oklahoma is lead state. Complete contract information can be found at <http://www.naspo.valuepoint.org>, click on Current Contract Portfolios, click on the contract title.

IFB/RFP No.: SW3000

  
 BONNY MCCABE, Contracts Officer

DATE: 3-17-16

**AUTHORIZED SIGNATURE**

## **PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

### **COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Cardiac Science Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Cardiac Science**

(Participating State/Entity Contract Number)

Page 1 of 4

#### **1. Scope**

This Addendum covers the NASPO Coop AED Contracts 2011-2016 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.

#### **2. Participation**

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

#### **3. Changes**

##### **Montana-Specific Terms and Conditions:**

- 3.1. ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.
- 3.2. VENUE:** The parties agree that any litigation concerning Montana's usage of the subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA)
- 3.3. REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Cardiac Science Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Cardiac Science**

(Participating State/Entity Contract Number)

Page 2 of 4

**3.4. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA)

**4. Continuation of Participation**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the NASPO AED Contract and/and any or all awarded contractors. This contract is sufficient to permit participation in the NASPO AED Contracts 2011-2016, unless specifically denied by the appropriate chief state procurement official.

**5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza  
Address: 2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73071  
Voice: 405-552-3428  
Fax: 405-521-4475  
E-mail: [florian\\_giza@dcs.state.ok.us](mailto:florian_giza@dcs.state.ok.us)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Cardiac Science Corporation**

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and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Cardiac Science**

(Participating State/Entity Contract Number)

Page 3 of 4

Contractor

Name: Thomas Bonin  
Address: Cardiac Science Corporation  
3303 Monte Villa Parkway  
Bothell, WA 98021  
Voice: 425-402-2255  
Fax: 425-402-2005  
E-mail: [bidadministration@cardiacscience.com](mailto:bidadministration@cardiacscience.com)

Participating State (or entity)

Name: Bonny Belling  
Address: State of Montana  
Department of Administration, State Procurement Bureau  
PO Box 200135  
Helena, MT 59620-0135  
Voice: (406) 444-3322  
Fax: (406) 444-2529  
E-mail: [bbelling@mt.gov](mailto:bbelling@mt.gov)

**7. Servicing Subcontractors**

Servicing subcontractors are not authorized under this agreement.

**8. Compliance with Reporting Requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

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and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Cardiac Science**

(Participating State/Entity Contract Number)

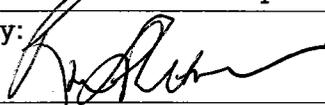
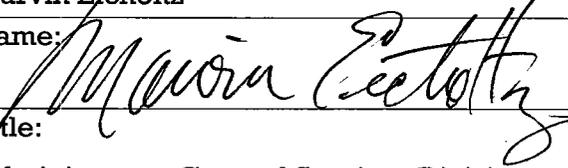
Page 4 of 4

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: SW300-Cardiac Science and the Master Price Agreement Number: SW300.**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**Signatures as required by State Statutes, Rules or Policies**

Participating Entity: State of Montana	Contractor: Cardiac Science Corporation
By: Marvin Eicholtz	By: 
Name: 	Name: Rebecca L. Peterson
Title: Administrator, General Services Division	Title: Manager, Contracts Administration
Date: 3/25/2014	Date: 4/5/11

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For  
**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

*ok*  
*mmL* **HeartSine** Between  
**HeartSine Technologies, Inc.**  
[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-HeartSine** *HeartSine*  
(Participating State/Entity Contract Number) *ok*  
*mmL*

**1. Scope**

This Addendum covers the NASPO Coop AED Contracts 2011-2016 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.

**2. Participation**

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

**3. Changes**

**Montana-Specific Terms and Conditions:**

- 3.1. ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.
- 3.2. VENUE:** The parties agree that any litigation concerning Montana's usage of the subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA)
- 3.3. REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For  
**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

*ok*  
*MM* **Heartsine** Between  
**Heartsine Technologies, Inc.**  
[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Heartsine** *Heartsine* *ok*  
(Participating State/Entity Contract Number) *MM*

**3.4. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA)

**4. Continuation of Participation**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the NASPO AED Contract and/or any or all awarded contractors. This contract is sufficient to permit participation in the NASPO AED Contracts 2011-2016, unless specifically denied by the appropriate chief state procurement official.

**5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza  
Address: 2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73071  
Voice: 405-552-3428  
Fax: 405-521-4475  
E-mail: [florian\\_giza@dcs.state.ok.us](mailto:florian_giza@dcs.state.ok.us)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

*ok MMV*  
~~Heartsine~~ **Heartsine Technologies, Inc.**  
[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Heartsine** *Heartsine ok MMV*  
(Participating State/Entity Contract Number)

Page 3 of 4

Contractor

Name: ~~Michael Mayer~~ *Helene Goldberg*  
Address: ~~Heartsine Technologies, Inc.~~ *Heartsine Technologies, Inc.*  
121 Friends Lane, Suite 400  
Newton, PA 18940-1897  
Voice: 215-860-8100 X 112 110  
Fax: 215-860-8192  
E-mail: ~~Michael.mayer@heartsine.com~~ *helene.goldberg@heartsine.com*

Participating State (or entity)

Name: Bonny Belling  
Address: State of Montana  
Department of Administration, State Procurement Bureau  
PO Box 200135  
Helena, MT 59620-0135  
Voice: (406) 444-3322  
Fax: (406) 444-2529  
E-mail: bbelling@mt.gov

**7. Servicing Subcontractors**

Servicing subcontractors are not authorized under this agreement.

**8. Compliance with Reporting Requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For  
**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

~~HeartSine~~ Between  
~~HeartSine Technologies, Inc.~~  
[hereinafter "Contractor"]  
and

**State of Montana**  
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

~~SW300-HeartSine~~ *HeartSine*  
(Participating State/Entity Contract Number)

Page 4 of 4

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: SW300-HeartSine and the Master Price Agreement Number: SW300.**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**Signatures as required by State Statutes, Rules or Policies**

Participating Entity: State of Montana	Contractor: <del>HeartSine</del> HeartSine Technologies, Inc.
By: Marvin Eicholtz	By: <i>Marc Lawrence</i>
Name: <i>Marvin Eicholtz</i>	Name: <i>Marc M. Lawrence</i>
Title: Administrator, General Services Division	Title: SVP
Date: <i>3/25/2011</i>	Date: <i>* 04.11.11</i>

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Philips Healthcare A Division of Philips Electronics North America Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Philips Healthcare**

(Participating State/Entity Contract Number)

Page 1 of 5

**1. Scope**

This Addendum covers the NASPO Coop AED Contracts 2011-2016 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.

**2. Participation**

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**3. Changes**

**Montana-Specific Terms and Conditions:**

- 3.1. ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.
- 3.2. VENUE:** The parties agree that any litigation concerning Montana's usage of the subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA)
- 3.3. REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA)

**PARTICIPATING ADDENDUM**

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**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Philips Healthcare A Division of Philips Electronics North America Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Philips Healthcare**

(Participating State/Entity Contract Number)

Page 2 of 5

**3.4. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA)

**4. Continuation of Participation**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

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**5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza  
Address: 2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73071  
Voice: 405-552-3428  
Fax: 405-521-4475  
E-mail: [florian\\_giza@dcs.state.ok.us](mailto:florian_giza@dcs.state.ok.us)

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For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Philips Healthcare A Division of Philips Electronics North America Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Philips Healthcare**

(Participating State/Entity Contract Number)

Page 3 of 5

Contractor

Name: Dean Sanders  
Address: Philips Healthcare  
A Division of Philips Electronics North America Corporation  
3000 Minuteman Road  
Andover, MA 01810  
Voice: 314-566-3597  
Fax: 425-482-8929  
E-mail: Dean.sanders@philips.com

Participating State (or entity)

Name: Bonny Belling  
Address: State of Montana  
Department of Administration, State Procurement Bureau  
PO Box 200135  
Helena, MT 59620-0135  
Voice: (406) 444-3322  
Fax: (406) 444-2529  
E-mail: [bbelling@mt.gov](mailto:bbelling@mt.gov)

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**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Philips Healthcare A Division of Philips Electronics North America Corporation**

[hereinafter "Contractor"]

and

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[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Philips Healthcare**

(Participating State/Entity Contract Number)

Page 4 of 5

The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: SW300-Philips Healthcare and the Master Price Agreement Number: SW300.**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Philips Healthcare A Division of Philips Electronics North America Corporation**  
[hereinafter "Contractor"]

and

**State of Montana**

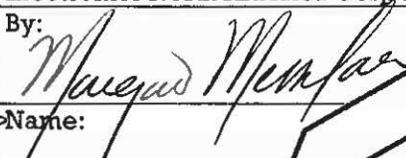
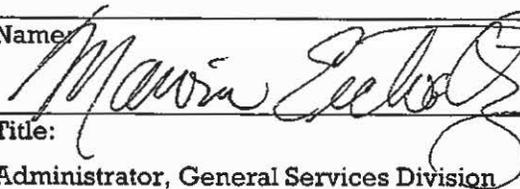
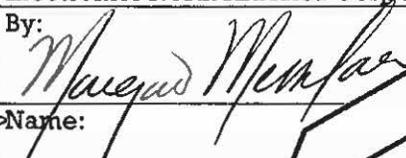
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Philips Healthcare**

(Participating State/Entity Contract Number)

Page 5 of 5

**Signatures as required by State Statutes, Rules or Policies**

Participating Entity: State of Montana	Contractor: Philips Healthcare A Division of Philips Electronics North America Corporation
By: Marvin Eicholtz	By: 
Name: 	Name:  <b>Margaret H. Messelaar</b>
Title: Administrator, General Services Division	Title: <b>Sr. Manager, Commercial Contracts</b>
Date: 3/25/2011	Date: 4/11/2011

## **PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

### **COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Physio Control, Inc.**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Physio Control**

(Participating State/Entity Contract Number)

Page 1 of 5

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**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Physio Control, Inc.**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Physio Control**

(Participating State/Entity Contract Number)

**3.4. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA)

**4. Continuation of Participation**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the NASPO AED Contract and/and any or all awarded contractors. This contract is sufficient to permit participation in the NASPO AED Contracts 2011-2016, unless specifically denied by the appropriate chief state procurement official.

**5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza  
Address: 2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73071  
Voice: 405-552-3428  
Fax: 405-521-4475  
E-mail: [florian\\_giza@dcs.state.ok.us](mailto:florian_giza@dcs.state.ok.us)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Physio Control, Inc.**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Physio Control**

(Participating State/Entity Contract Number)

Page 3 of 5

Contractor

Name: ~~David Albright~~ Tracy Rogers

Address: Physio Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003

Voice: ~~425-402-2255~~ 1-800-442-1142 x 74313

Fax: ~~425-402-2005~~ 1-800-772-3340

E-mail: ~~bidadministration@cardiacscience.com~~ rs.physiocontracts-west@medtronic.com

Participating State (or entity)

Name: Bonny Belling

Address: State of Montana  
Department of Administration, State Procurement Bureau  
PO Box 200135  
Helena, MT 59620-0135

Voice: (406) 444-3322

Fax: (406) 444-2529

E-mail: [bbelling@mt.gov](mailto:bbelling@mt.gov)

**7. Servicing Subcontractors**

Servicing subcontractors are not authorized under this agreement.

**8. Compliance with Reporting Requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Physio Control, Inc.**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Physio Control**

(Participating State/Entity Contract Number)

Page 4 of 5

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: SW300-Physio Control and the Master Price Agreement Number: SW300.**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

**Physio Control, Inc.**

[hereinafter "Contractor"]

and

**State of Montana**

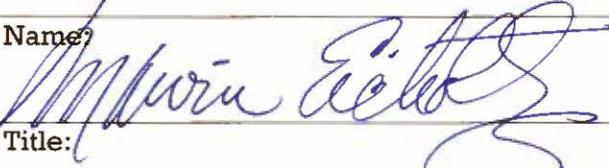
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

**SW300-Physio Control**

(Participating State/Entity Contract Number)

Page 5 of 5

**Signatures as required by State Statutes, Rules or Policies**

Participating Entity: State of Montana	Contractor: Physio-Control, Inc.
By: Marvin Eicholtz	By: 
Name: 	Name: Janne Maschal
Title: Administrator, General Services Division	Title: Sr. Finance Manager
Date: 3/25/2011	Date: 4/20/11

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

Between

<sup>ZOLL</sup> ~~Zoll~~ **Medical Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

<sup>ZOLL</sup> ~~Zoll~~ **SW300-Medical**

(Participating State/Entity Contract Number)

**1. Scope**

This Addendum covers the NASPO Coop AED Contracts 2011-2016 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.

**2. Participation**

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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.

**3. Changes**

**Montana-Specific Terms and Conditions:**

**3.1. ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**3.2. VENUE:** The parties agree that any litigation concerning Montana's usage of the subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA)

**3.3. REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

*ZOLL* Between

**Zoll Medical Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

*ZOLL*  
**SW300-Zoll Medical**

(Participating State/Entity Contract Number)

Page 2 of 4

**3.4. ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA)

**4. Continuation of Participation**

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the NASPO AED Contract and/and any or all awarded contractors. This contract is sufficient to permit participation in the NASPO AED Contracts 2011-2016, unless specifically denied by the appropriate chief state procurement official.

**5. Lease Agreements**

No Leasing Is Authorized Under this Addendum.

**6. Primary Contacts**

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza  
Address: 2401 N. Lincoln, Suite 116  
Oklahoma City, OK 73071  
Voice: 405-552-3428  
Fax: 405-521-4475  
E-mail: [florian\\_giza@dcs.state.ok.us](mailto:florian_giza@dcs.state.ok.us)

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

*ZOLL* Between

**Zoll Medical Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

*ZOLL*  
**SW300-Zoll Medical**

(Participating State/Entity Contract Number)

Contractor

Name: Luis Sanchez  
Address: Zoll Medical Corporation  
269 Mill Road  
Chelmsford, MA 01824-4105  
Voice: 800-348-9011  
Fax: 978-421-0005  
E-mail: [lsanchez@zoll.com](mailto:lsanchez@zoll.com)

Participating State (or entity)

Name: Bonny Belling  
Address: State of Montana  
Department of Administration, State Procurement Bureau  
PO Box 200135  
Helena, MT 59620-0135  
Voice: (406) 444-3322  
Fax: (406) 444-2529  
E-mail: [bbelling@mt.gov](mailto:bbelling@mt.gov)

**7. Servicing Subcontractors**

Servicing subcontractors are not authorized under this agreement.

**8. Compliance with Reporting Requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**NASPO**

**COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT  
MASTER PRICE AGREEMENT NUMBER SW300**

*ZOLL* Between

**Zoll Medical Corporation**

[hereinafter "Contractor"]

and

**State of Montana**

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

*ZOLL*  
**SW300-Zoll Medical**

(Participating State/Entity Contract Number)

Page 4 of 4

**All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: SW300-Zoll Medical and the Master Price Agreement Number: SW300.**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

**Signatures as required by State Statutes, Rules or Policies**

Participating Entity: State of Montana	Contractor: <i>ZOLL</i> Zoll Medical Corporation
By: Marvin Eicholtz	By: <i>Elizabeth McCaughey</i>
Name: <i>Marvin Eicholtz</i>	Name: <i>Elizabeth McCaughey</i>
Title: Administrator, General Services Division	Title: <i>Contracts Manager</i>
Date: <i>3/25/2011</i>	Date: <i>4-5-11</i>