

PARTICIPATING ADDENDUM
Automated External Defibrillators (AEDs)
Philips Medical Systems
Contract #751

1. **Scope:** All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.
2. **Changes:** Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at a rate of one half of one percent per month in accordance with Arkansas Code Annotated § 19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.

Reports shall be listed by state location, name of the ordering entity, quantity purchased, unit price, and the total dollar amount sold.

Usage Reports shall be delivered to the State of Arkansas, Office of State Procurement, 1509 West 7th Street, Little Rock, Arkansas 72201 (Attention: Judy Shirley) within thirty (30) calendar days upon completion of performance quarterly periods cited in the paragraph below. Reports may also be e-mailed to Judy Shirley, Contracting and Procurement Officer, at judy.shirley@dfa.state.ar.us.

Contract quarterly reporting periods shall be:

January 1 through March 31	due April 30;
April 1 through June 30	due July 30
July 1 through September 30	due October 30
October 1 – December 31	due January 30

The State of Arkansas recognizes all Addendums attached to the original contract and enforced by the State of Oklahoma.

This agreement shall be governed by the laws of the State of Arkansas.

3. **Lease Agreements:**

Lease agreement terms and conditions are not applicable.

4. **Primary Contact:** The primary contact individual for this participating addendum is as follows:

Judy Shirley
 Office of State Procurement
 1509 West 7th Street
 Little Rock, Arkansas 72201
 Telephone: (501) 324-9314
 Fax: (501) 324-9311
 e-mail: judy.shirley@dfa.state.ar.us
 (Preferred method of contact is email)

5. **Subcontractors:** The following subcontractor(s) are authorized to perform services.
"NONE"

The Addendum and the 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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

STATE OF ARKANSAS

PHILIPS MEDICAL SYSTEMS

Signed: Robin Rogers

Signed: [Signature]

Printed Name: Robin Rogers

Printed Name: Anita Rodgers

Title: Deputy Director

Title: Senior Manager Finance & Sales Operations

Date: 06/29/07

Date: 7-02-07