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## Master Agreement - E194 - 407 – 08 **RENEWAL**

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Document Id: 408

Document Name: **Defibrillators (2)**

Procurement Folder: 6019

Procurement Type: Complex IFB

Original Effective Begin Date: 10/25/2006

Expiration Date: 10/31/2007

**Current Period Begin Date: 11/1/07**

**Current Expiration Date: 10/31/2008**

Document Description: **Defibrillators (Approved Manufacturers' Brands) - DEFIBTECH**

Extended Description: Listing for Approved Manufacturers' Brands for Defibrillators - see attached Pricing Schedule. This procurement will be awarded to multiple vendors to the HIGHEST PERCENTAGE DISCOUNT offered from the approved Manufacturer's published list price.

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### **Contact Information**

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Tina M. Mizelle, VCO

Phone: (804) 786-1603

Email: tina.mizelle@dgs.virginia.gov

Fax: (804) 786-5413

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### **Thresholds**

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Minimum Order Amount: \$0.00

Minimum Order Value: No

Maximum Order Amount: \$0.00

Maximum Order Value: No

Not to Exceed Amount: \$0.00

Not to Exceed: No

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### **Authorized Departments**

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All Commonwealth of Virginia State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities authorized by the *Code of Virginia*.

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## **Vendor Contact Information**

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Legal Name: LifeSavers, Inc.

Vendor Contact Name: Robert Stickel or Rod Muench

Location Legal Name: LifeSavers of Virginia, Inc.

Vendor Contact Email: [bob@lifesaversinc.com](mailto:bob@lifesaversinc.com)  
or [rod@lifesaversinc.com](mailto:rod@lifesaversinc.com)

Vendor Contact Phone: (973) 228-6503

Vendor Type: Primary

MA Number: E194 - 407

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## **Renewal Periods**

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Line Number: 1

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 11/1/2007

Expiration Date: 10/31/2008

Notification Days Prior to Expiration: 90

Line Number: 2

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 11/1/2008

Expiration Date: 10/31/2009

Notification Days Prior to Expiration: 90

Line Number: 3

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 11/1/2009

Expiration Date: 10/31/2010

Notification Days Prior to Expiration: 90

Line Number: 4

Renewal Period Length: 1

Renewal Period Unit: Years

Effective Date: 11/1/2010

Expiration Date: 10/31/2011

Notification Days Prior to Expiration: 90

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## **Terms And Conditions**

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### **PURPOSE**

The purpose of this solicitation is to establish a term contract with qualified vendors to provide Defibrillators (AED's) and accessories for all State Agencies and other Public Bodies of the Commonwealth of Virginia. PRODUCT LINE SHALL INCLUDE, BUT NOT BE LIMITED TO: AED WALL SIGNS, BATTERIES, ADULT PADS, PEDIATRIC/INFANT PADS, AND STANDARD CARRYING CASE.

### **CONTRACT TERM**

THE INITIAL TERM OF THIS CONTRACT WILL BE FOR ONE YEAR BEGINNING APPROXIMATELY October 16, 2006, through October 31, 2007.

### **RENEWAL OF CONTRACT**

This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) additional successive one year periods under the terms and conditions of the current contract, and at a reasonable time (approximately 90 day) prior to expiration.

### **SPECIFICATIONS PART 1**

ALL DEFIBRILLATOR/AED EQUIPMENT SHALL BE NEW, UNUSED AND OF THE MANUFACTURER'S CURRENT PRODUCTION MODEL. VENDOR WILL SUBMIT ALL PRODUCT REGISTRATIONS TO THE MANUFACTURERS AND PROVIDE COPIES TO THE PURCHASER.

### **SPECIFICATIONS PART 2**

ALL INTERNAL PROGRAMMING OF THE DEFIBRILLATOR/AED UNITS SHALL CARRY THE MOST CURRENT AMERICAN HEART ASSOCIATION (AHA) GUIDELINES (2005 OR LATER). THESE GUIDELINES SHALL BE DISTRIBUTED TO THE PURCHASER UPON DELIVERY OF THE UNITS. PRODUCTS SHALL MEET ALL CURRENT STATE AND FEDERAL REGULATIONS. AT THE TIME OF PURCHASE, ALL WALL MOUNTING OPTIONS MUST BE PRESENTED TO THE PURCHASER. SEE ATTACHED PRICE SCHEDULE FOR AN EXPLANATION OF MOUNTING PRODUCTS NEEDED. AS A SEPARATE ATTACHMENT TO YOUR RESPONSE, LIST MOUNTING OPTIONS AVAILABLE. THE PERCENTAGE DISCOUNT YOU OFFER IN YOUR

RESPONSE TO THIS SOLICITATION SHOULD APPLY TO THE MOUNTING OPTIONS AS WELL.

### **SPECIFICATIONS PART 3**

DEFIBRILLATOR/AED SHOULD BE A SEMI-AUTOMATIC EXTERNAL DEFIBRILLATOR. WAVEFORM SHOULD BE BIPHASIC TYPE AND BE APPROVED BY THE FOOD AND DRUG ADMINISTRATION (FDA) FOR BOTH ADULTS AND PEDIATRICS. THE DEVICE SHALL BE EASY TO CARRY AND HAVE BEEN TESTED FOR WATER AND FOREIGN PARTICLE RESISTANCE. THE DEVICE SHALL HAVE BEEN DROP TESTED AND HAVE A SHOCK/DROP ABUSE TOLERANCE RATING OF 1 METER, ANY EDGE, CORNER, OR SURFACE, IN STANDBY MODE.

### **SPECIFICATIONS PART 4**

THE DEVICE SHALL PERFORM AN AUTOMATED SELF TEST AT PERIODIC INTERVALS. WHEN IN STANDBY MODE, THE DEVICE SHALL HAVE AN INDICATOR THAT ILLUSTRATES THAT THE DEVICE IS IN WORKING ORDER. SHOULD THE DEVICE FAIL A SELF TEST, THE DEVICE SHALL DISPLAY AN INDICATOR. THE DEVICE SHOULD OPERATE FROM A NON-RECHARGEABLE LITHIUM BATTERY. THE BATTERY SHALL HAVE NO LESS THAN A FIVE YEAR OPERATING LIFE AND PERFORM A SELF TEST UPON EACH INSERTION.

### **SPECIFICATIONS PART 5**

THE MANUFACTURERS ELECTRODES (BOTH ADULT AND PEDIATRIC) SHALL BE CAPABLE OF MONITORING AND DEFIBRILLATING. ELECTRODES SHALL USE A CONDUCTIVE ADHESIVE GEL AND SHALL HAVE A SHELF LIFE OF NO LESS THAN TWO YEARS.

### **SPECIFICATIONS PART 6**

THE DEFIBRILLATOR/AED MUST BE CAPABLE OF MULTIPLE EVENT STORAGE, WITH VOICE AND ECG RECORDING AND CAPABLE TO DOWNLOAD TO A COMPUTER. EACH UNIT MUST COME EQUIPPED WITH A PROTECTIVE CARRYING CASE, FIVE YEAR LITHIUM BATTERY, TWO SETS OF ADULT DEFIBRILLATION PADS, ONE SET OF PEDIATRIC DEFIBRILLATION PADS, OR THE EQUIVILANT TWO SETS OF ADULT/PEDIATRIC COMBINATION PADS, IN-SERVICE VIDEO, AND ALL SOFTWARE AND EQUIPMENT NEEDED TO DOWNLOAD EVENTS TO A COMPUTER. THE DEVICE SHALL BE COVERED BY A MINIMUM FIVE YEAR WARRANTY ON MATERIAL AND WORKMANSHIP UNDER NORMAL USE.

### **DISCLOSURE**

ON ALL MEDICAL DEVICES, THE CONTRACTOR MUST DISCLOSE ANY VOLUNTARY AND/OR MANDATORY PRODUCT RECALLS WITHIN THE PAST 5 YEARS.

## **TRAINING**

The awarded Contractor shall provide a minimum of two (2) hour training to 25% of the purchasing agency's employees, led by a sales representative and one (1) instructional video/DVD in English, provided at no additional cost to the Commonwealth for each ordering Agency. Training shall be held at the using/ordering Agency facility.

## **WARRANTY PART 1**

THE DEVICE SHALL BE COVERED BY THE MANUFACTURERS WARRANTY AND/OR A MINIMUM FIVE YEAR WARRANTY ON MATERIAL AND WORKMANSHIP UNDER NORMAL USE. All materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of 365 days following date of delivery. Should any defect be noted by the owner, the Purchasing Office will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated.

## **WARRANTY PART 2**

If the Contractor is required to correct or replace, it shall be at no cost to the Commonwealth and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price. The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid.

## **PURCHASE REPORT**

The Contractor shall furnish the Division of Purchases and Supply reports of the total dollar volume of purchases by ordering Agency and the total number of each contract item ordered under this contract with dollar amounts on a quarterly basis, i.e., 1st quarter = July, August & September - submit report by October 30th; 2nd quarter = October, November & December - submit report by January 30th.

## **CATALOGS**

Upon request, the Contractor shall furnish catalogs and price lists for items awarded directly to the using agencies. Please submit one (1) manufacturer's catalog for the product line you are offering with your bid response.

## **PRICE CHANGES PART 1**

**PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials. Consumers Price Indices, Producers Price Indices (WPU11790516 and WPU11790517) or other appropriate indices will be used as a guide to determine price increases or decreases. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

## **PRICE CHANGES PART 2**

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials.

Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

## **CONTRACT CANCELLATION**

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

## **BID PRICES**

Bid price shall be in the form of a fixed percentage discount off (discount shall include all other applicable charges such as shipping) the most recent manufacturer's published price list. The published list may be in the form of an Internet Web site, or hard document, but the Commonwealth will not accept nor shall the bidder prepare and publish a list exclusive to the Commonwealth of Virginia. Bidders must identify the specific manufacturer's published price list, catalog, or Web site, and effective date upon which their bid percentage discount is based, and include a copy of same reflecting all product lines bid. It is understood that published list prices are subject to change at any time, but the percentage discount will remain the same

throughout the term of the contract, to include all renewals, and shall apply to any new product (s) which may be introduced and added. Public bodies will apply the fixed discount to the published unit price in effect at the time the order is placed; however, should the price decrease between receipt of the order and shipment of the product, the contractor shall invoice at the new lowest discounted price. Price increases after placement of order will not be accepted.

## **PRODUCT AVAILABILITY**

Substitution of a product, brand or manufacturer after award of contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply. The Commonwealth may, at its discretion, require the contractor to provide a substitute item of equal quality, subject to the approval by the Commonwealth, for the same price, if the product for which the contract was awarded becomes unavailable to the contractor.

## **DELIVERY**

The Commonwealth expects complete delivery within 30 calendar days after receipt of order.

## **RETURN**

Exchange for credit may be accomplished by ordering agencies consistent with the contractor's published return goods policy. A copy of bidder's published return goods policy should accompany the bid. Failure to submit the policy may be cause for rejection of the bid.

## **eVA REGISTRATION (1 of 2)**

**eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov) streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

## **eVA REGISTRATION (2 of 2)**

- a.) eVA Basic Vendor Registration Service: \$25 Annual Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b.) eVA Premium Vendor Registration Service: \$25 Annual Fee plus the appropriate Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c.) For orders issued prior to August 16, 2006 the Vendor Transaction Fee is 1% capped at a maximum of \$500 per order.
- d.) For orders issued August 16, 2006 and after, the Vendor Transaction Fee is: (i) DMBE-certified Small Businesses: 1% capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1% capped at \$1,500 per order.

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### **Commodity Information**

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Line: 1

Line Type: Item

Commodity: 46514

Commodity Specs:

Description: Cardiovascular Instrumentation:  
Defibrillators, Heart Pumps, Monitoring  
Equipment, Etc.

Extended Description: Defibrillators and  
accessories for the approved brand of **Defibtech**

Free On Board Name: FOB Destination-Freight Prepaid

Product/Category: ALL ITEMS FROM THE **DEFIBTECH** PRODUCT LINE

**PRICE: See Attached Pricing Schedule and corresponding Vendor Information Sheet**

**NOTE: Wall mounting options are available; however, are separate from product line. Percentage discount offered on **DEFIBTECH** product line will apply to the mounting options – and shall include, but not be limited to surface mounted cabinets, semi-recessed wall mounted cabinets, and wall mounting brackets.**

**PRICING SCHEDULE**  
**Defibrillators**

ITEM NO.	APPROVED BRANDS	PERCENT DISCOUNT ORDER VALUE RANGES			DATE OF PRICE LIST
		Under \$5,000	\$5,000 to \$30,000	Over \$30,000	
1.	<u>AMBU</u>	N O A W A R D			
2.	<u>Cardiac Science</u>	N O A W A R D			
3.	<u>Defibtech</u>	<b>002</b> 27%	<b>002</b> 27%	<b>002</b> 27%	See Vendor Pg.
4.	<u>Heartsine</u>	N O A W A R D			
<del>5.</del>	<del><u>Medtronic</u></del>	<del><b>004</b></del> <del>26%</del>	<del><b>003</b></del> <del>27.2%</del>	<del><b>003</b></del> <del>30.1%</del>	<del>See Vendor Pg.</del>
<b>THE MEDTRONIC PRODUCT LINE HAS BEEN REMOVED FROM THE STATE CONTRACT.</b>					
6.	<u>Welch Allyn</u>	N O A W A R D			
7.	<u>Zoll</u>	<b>001</b> 10%	<b>001</b> 12%	<b>001</b> 15%	See Vendor Pg.
8.	<u>Laerdal Medical</u>	N O A W A R D			

See Vendor Information page for Vendor Reference Numbers listed in blue above percentages.

**VENDOR INFORMATION**

**Defibrillators**

<b><u>VENDOR REF. NO.</u></b>	<b><u>FIN</u></b>	<b><u>VENDOR NAME/ADDRESS</u></b>	<b><u>TELEPHONE</u></b>
001	54-1273247	Town Police Supply / Division of Town Gun Shop, Inc. 3985 Virginia Avenue, P. O. Box 417 Collinsville, VA 24078-0417 Mark Tosh or Missy Ingram Email: <a href="mailto:mtosh@townpolice.com">mtosh@townpolice.com</a> or <a href="mailto:missy@townpolice.com">missy@townpolice.com</a> DATE OF PRICE LIST: 08-01-2006 DMBE: Certified Small Business eVA Individual Master Agreement # MA E194-408-1	PHONE: (800) 752-5580 FAX: (276) 647-4812
002	22-3180556	LifeSavers, Inc. 39 Plymouth Street Fairfield, NJ 07004 Robert Stickel or Rod Muench Email: <a href="mailto:bob@lifesaversinc.com">bob@lifesaversinc.com</a> or <a href="mailto:rod@lifesaversinc.com">rod@lifesaversinc.com</a> DATE OF PRICE LIST: 1-2005 DMBE: Certified Small Business eVA Individual Master Agreement #MA E194-407-1	PHONE: (973) 244-9111 FAX: (973) 244-1666
003	56-2225290	LifeServers, Inc. 8104 Standing Stone Court Raleigh, NC 27613 Larry Kohn Email: <a href="mailto:wecansavealife@aol.com">wecansavealife@aol.com</a> DATE OF PRICE LIST: 03-2005 DMBE: Certified Small Business eVA Individual Master Agreement # MA E194-409-1	PHONE: (866) 543-3500 FAX: (919) 866-0066
004	54-2033193	Cardiovascular Devices, Inc. 9611 Carterwood Road Richmond, VA 23229 Michael Tavares Email: <a href="mailto:cardiodevice@aol.com">cardiodevice@aol.com</a> DATE OF PRICE LIST: 03-2006 DMBE: Certified Small Business, Certified Minority Business eVA Individual Master Agreement # MA E194-410-1	PHONE: (804) 338-5190 FAX: (804) 740-3225