

DIVISION OF PURCHASES AND SUPPLY

1111 E. BROAD STREET, P. O. BOX 1199
RICHMOND, VIRGINIA 23219-1199

NOTICE OF CONTRACT
NASPO / STATE OF OKLAHOMA COOPERATIVE CONTRACT

1. DATE:May 17, 2010
2. COMMODITY NAME:.....(AED's) Automated External Defibrillators
3. CONTRACT NUMBER:46514-01-11
State of Oklahoma SW300
NASPO SW60300
4. CONTRACT PERIOD:.....January 1, 2010 through December 31, 2010
5. AUTHORIZED USERS: All eligible purchasers within the Commonwealth of Virginia including all Commonwealth of Virginia State Agencies, local government public procurement units, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia* are authorized to purchase products and services under the terms and conditions of this price agreement.
6. CONTRACTORS' INFORMATION:
 1. **Cardiac Science Corporation**
Tina Baer-Olson, Government & Public Contracts
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 425-402-2321
Email: TBaer-Olson@cardiacscience.com
 2. **Philips Healthcare**
Trish Archambault, Contracts Manager
3000 Minuteman Road
Andover, MA 01810
Phone: 978-659-7747
Fax: 1-800-947-3299
Email: patricia.archambault@philips.com
 3. **Zoll Medical**
Worldwide Headquarters
Dana Cash
269 Mill Road
Chelmsford, MA 01824-4105
Phone: 800-242-9150 ext 9882
Email: dcash@zoll.com
VA Local Contact:
Michael Chalifoux, Channel Partner Manager
Phone: 804-240-4388
Email: mchalifoux@zoll.com
 4. **Medtronic Physio-Control**
Becky Michaelangelo, Sales Rep.
Phone: 800-442-1142 Ext. 72068
Email: rebecca.michaelangelo@medtronic.com
Mark Jones, Sales Rep.
Phone: 800-442-1142 Ext. 72227
Email: mark.m.jones@medtronic.com
Carl Spruill, Manager
Phone: 800-442-1142 Ext. 72120
Email: carl.spruill@medtronic.com

P. O. Box 97023
Redmond, WA 98073

- 7. MINIMUM: NONE
- 8. DELIVERY: FOB Destination
- 9. LEASE AGREEMENTS: Lease agreement terms and conditions are not applicable
- 10. SUBCONTRACTORS: Subcontractor(s) are not authorized to perform services unless designated by the State of Oklahoma.
- 11. FOR FURTHER CONTRACT INFORMATION CONTACT: Tina M. Mizelle, CPPB, VCO
Telephone: (804) 786-1603
E-mail: tina.mizelle@dgs.virginia.gov
(Preferred method of contact – email)

NOTE: ALL CONTRACT PRICING, ADDENDUMS, CHANGES, RENEWALS, AND ANY ASSOCIATED CONTRACT DOCUMENTS MAY BE VIEWED AND PRINTED AT THE NASPO / STATE OF OKLAHOMA WEBSITE: http://www.dcs.state.ok.us/SW_Contracts.nsf/6fe2a5d9256854f886256c63004e411e/bb5173c11c449bd386256c98006061ae?OpenDocument.

NOTICE TO ALL AUTHORIZED USERS: This contract is the result of a competitive bid program issued through the State of Oklahoma. By the issuance of the Participating Addendums initiated by the Commonwealth of Virginia, all General Terms and Conditions as well as those outlined Special Terms and Conditions and those Terms and Conditions issued by the State of Oklahoma are recognized.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By:



Tina M. Mizelle, CPPB, VCO / Statewide Contract Officer

INSTRUCTIONS

- 1. **Purchase orders will be submitted to the contractor via the Commonwealth of Virginia's electronic procurement system, also known as Eva. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in Eva executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions may use this contract only if the orders are placed through Eva.**
- 2. Inspection on delivery and approval of vendor's invoice is the responsibility of receiving state agency, Virginia City, county, town or political subdivision.
- 3. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Form "Complaint to State Vendor" (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, is available from the Division of Purchases and Supply website www.dgs.state.virginia.gov (Click on DPS icon, click on DPS forms).

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** No indication of sales or services to the Commonwealth of Virginia will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
3. **ADDITIONAL USERS:** This contract is on behalf of the Commonwealth of Virginia, its agencies, institutions, and other public bodies authorized by the *Code of Virginia* to purchase from state contracts. Addition or deletion of authorized users not specifically named above shall be made only by written contract modification issued by Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
4. **CANCELLATION OF CONTRACT:** 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.
5. **CONFIDENTIALITY:** Unless approved in writing by the Department of General Services, Division of Purchases and Supply, the contractor may not sell or give to any individual or organization, reports, sales information, or other materials given to, prepared or assembled for contract users.
6. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
7. **DELIVERY AND MINIMUM ORDER:** Delivery times and minimum order amounts shall be as stated in State of Oklahoma Contract/NASPO Cooperative Contract # SW 60300.
8. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
9. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
10. **PAYMENT OPTIONS:** Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits. Contractor must attach a list of the charge cards that are acceptable.
11. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments shall be as permitted under State of Oklahoma Contract/NASPO Cooperative Contract # SW 60300.
12. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
13. **RENEWAL OF CONTRACT:** Renewals under this contract shall be based on renewal by the State of Oklahoma Contract/NASPO Cooperative Contract # SW60300.

14. **REPORTS:** On a quarterly basis, the contractors shall submit to the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply statements or reports covering the total dollar volume of purchases made. These reports should include the name of the ordering entity, quantity purchased, unit price, and total dollar amount sold under this contract for all eligible entities within the Commonwealth. Reports shall be delivered to the Commonwealth of Virginia, Department of General Services, ATTN: Tina Mizelle, Statewide Contracting Officer, 1111 E. Broad Street, 6th Floor, Richmond, VA 23219, or emailed to Tina Mizelle at tina.mizelle@dgs.virginia.gov. These reports shall be sent within thirty-days upon completion off performance quarterly periods cited in the paragraph below.

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; and
October 1 through December 31, due January 30.

15. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.



PARTICIPATING ADDENDUM
FOR AUTOMATED EXTERNAL DEFIBRILLATORS, (AED)
OKLAHOMA/NASPO COOPERATIVE CONTRACT # SW 60300
COMMONWEALTH OF VIRGINIA

1. **SCOPE:** All eligible purchasers within the Commonwealth of Virginia including all Commonwealth of Virginia State Agencies, local government public procurement units, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia* are authorized to purchase products and services under the terms and conditions of this price agreement.
2. **CHANGES:** See Attachment 1 to the PARTICIPATING ADDENDUM to incorporate those General Terms and Conditions as well as Special Terms and Conditions issued by the Commonwealth of Virginia. The Commonwealth of Virginia recognizes all other Terms and Conditions, Changes, Modifications, and Addendums attached to the original Contract and enforced by the State of Oklahoma.
3. **LEASE AGREEMENTS:** Lease agreement terms and conditions are not applicable.
4. **PRIMARY CONTACT:** The primary Commonwealth of Virginia contact individual for this participating addendum is as follows:

Tina M. Mizelle, CPPB, VCO
 Statewide Contract Officer
 Department of General Services
 Division of Purchases and Supply
 1111 E. Broad Street, 6th Floor
 Richmond, Virginia 23219
 Telephone: (804) 786-1603
 Facsimile: (804) 786-0223
 Email: tina.mizelle@dgs.virginia.gov – (preferred method of contact is email)

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

The Addendum, Attachment 1, 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 and Attachment 1 as of the date of execution by both parties below.

COMMONWEALTH OF VIRGINIA

Signed: Tina M. Mizelle
 Printed Name: Tina M. Mizelle
 Title: Statewide Contract Officer
 Date: 7/23/2009

ZOLL MEDICAL CORPORATION

Signed: Elizabeth McCaughey
 Printed Name: Elizabeth McCaughey
 Title: Contracts Manager
 Date: ***effective 8/1/09***



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COMMONWEALTH OF VIRGINIA

Signed: *Tina M Mizelle*
 Printed Name: TINA M Mizelle
 Title: Statewide Contract Officer
 Date: 7/23/2009

PHILIPS HEALTHCARE

Signed: *Anita Rodgers*
 Printed Name: Anita Rodgers
 Title: Director - Finance and Sales Operations
 Date: 7/31/09



PARTICIPATING ADDENDUM
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COMMONWEALTH OF VIRGINIA

Signed: Tina Marie Mizelle
 Printed Name: Tina Marie Mizelle
 Title: Statewide Contract Officer
 Date: 7-23-2009

CARDIAC SCIENCE CORPORATION

Signed: [Signature]
 Printed Name: REBECCA L. PETERSON
 Title: MANAGER, CONTRACTS ADMINISTRATION
 Date: 7/24/09



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COMMONWEALTH OF VIRGINIA

Signed: Tina Mizelle
 Printed Name: TINA M MIZELLE
 Title: Statewide Contract Officer
 Date: March 16, 2010

PHYSIO CONTROL MEDTRONICS

Signed: [Signature]
 Printed Name: Janne Maschar
 Title: Finance Manager - Contracts
 Date: MAY 14, 2010