



# COMMONWEALTH of VIRGINIA

## Department of General Services

Division of Purchases and Supply

### NOTICE OF CONTRACT CHANGE

1111 East Broad Street  
P.O. Box 1199  
Richmond, Virginia 23218-1199  
(804) 786-3842  
FAX (804) 225-3707

DATE: December 15, 2011

CONTRACT NO.: SW300-VP

COMMODITY: (AED's) Automated External Defibrillators-NASPO

AUTHORIZED USERS: State and Other Public Bodies

CHANGE NUMBER: 01

EFFECTIVE DATE: November 1, 2011

CONTRACTOR(s): Cardiac Science Corporation  
Philips Healthcare  
Zoll Medical  
Physio-Control (Formally Medtronic)  
HeartSine, Inc.

The following prices, terms, and/or conditions are hereby changed as of the above-stated effective date. This Contract Change is entered into pursuant to the provisions of the basic contract established by the State of Oklahoma regarding changes and the Commonwealth of Virginia Participating Addendum agreed upon by the awarded vendors.

1. The following clause has been deleted from the Commonwealth of Virginia Participating Addendum, Section "Special Terms and Conditions, P. **SURCHARGE ADJUSTMENT** (requires the Vendor to pay the Department of General Services a Surcharge Adjustment Fee of 2% of all invoiced transactions under the Contract). This change affects all vendors listed above in the CONTRACTOR line. **No fees will be accessed by the Commonwealth after November 1, 2011; however, fees for sales made to Commonwealth of Virginia participants for the period April 1, 2011 through October 31, 2011, are to be paid in full by the above vendors.**

2. The following change has been made to the Cardiac Science Corporation portion of the NASPO State of Oklahoma contract. Cardiac Science Corporation has added School Health Corporation, 865 Muirfield Drive, Hanover Park, IL 60122 as an authorized distributor to sell, and/or maintain all Cardiac Science Corporation Manufactured products and disposables. School Health will cover the geographic coverage of all states that participate in the State of Oklahoma Contract SW300.

3. The official Contract Number for this commodity has been changed. The new Contract Number will appear as SW-300. This change affects all vendors listed above in the Contractor line.

Any pricing, changes, addendums, renewals, and any other 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](http://www.dcs.state.ok.us/SW_Contracts.nsf/6fe2a5d9256854f886256c63004e411e/bb5173c11c449bd386256c98006061ae?OpenDocument).

By: \_\_\_\_\_



Tina M. Rodriguez, CPPB, VCO  
Statewide Commodity Contract Officer  
Phone: (804) 786-1603



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

**Statewide Contract Addendum**

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*This addendum is added to and is to be considered part of the subject contract.*

**Contract Issuance Date:** 04/1/2011

**Statewide Contract #:** SW300

**Contract Title:** AEDs

**Addendum Date:** 05/12/2011

**Addendum #2:**

As per attachment:



April 14, 2011

State of Oklahoma  
Department of Central Services  
Central Purchasing  
Attn: Mr. Florian Giza, Mr. Lee Johnson  
Will Rogers Office Building  
2401 N. Lincoln Blvd, Suite 116  
PO Box 52883  
Oklahoma City, OK 73152-8803

Re: Contract SW300- Automated External Defibrillators - Addition of an Authorized Distributor of Cardiac Science Corporation Products and disposables

Mr. Giza and Mr. Johnson,

Cardiac Science requests that an addendum be added to the above contract to add School Health, 865 Muirfield Drive, Hanover Park, IL 60133 as an authorized distributor to sell and/or maintain all Cardiac Science Corporation Manufactured products and disposables. School Health will cover the Geographic Coverage of all states that participate in Oklahoma Contract SW300.

I have attached copy of W-9 for School Health. School Health will follow the payment terms that are specified per the contract for Cardiac Science Corporation. School Health will cover customers in all schools (K-12), Colleges, Universities, Early Childhood, Community Health and Professional Sports Teams.

This request needs to be in effect immediately.

Please do not hesitate to contact me if you have further questions or need additional information.

Best regards,

A handwritten signature in blue ink, appearing to read "T Bonin".

**Thomas Bonin**  
*Proposal Writer*

Cardiac Science Corporation • 3303 Monte Villa Parkway, Bothell, WA 98021  
Office: 425.402.2255 • Fax: 425.402.2005 • Cell: 206.383.4095  
[bidadministration@cardiacscience.com](mailto:bidadministration@cardiacscience.com)





**Distributor:** School Health

**Geographic Coverage:** All Participating States

**Products:** All PowerHeart Products manufactured by Cardiac Science posted on contract SW300

**Customers:** All schools (K-12), Colleges, Universities, Early Childhood, Community Health and Professional Sports Teams

**Contact Person:** John Rooney, Sales Manager

**Phone:** 800-232-1305

**Ordering information:**

Customer Service  
865 Muirfield Drive,  
Hanover Park, IL 60133  
[customerservice@schoolhealth.com](mailto:customerservice@schoolhealth.com)

**ADS Toll Free:** 800-232-1305

**ADS Fax:** 800-232-1305

**Payment terms:** Per the Cardiac Science Contract tendered to the Distributor within 30 days of invoice date.

**Credit Cards:** Yes

**Government Commercial Cards:** Yes

**Warranty/Product Service:** Cardiac Science Corporation 800-426-0337,  
[techservices@cardiacscience.com](mailto:techservices@cardiacscience.com)

# Cardiac Science Corporation AED Indemnification Policy

## Policy

Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deploys an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

## Customer Responsibilities

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

## Defense of Claims

CSC will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>School Health Corporation</b>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>865 Muirfield Drive</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Hanover Park IL, 60133</b>	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>											
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">:</td> <td style="text-align: center;">:</td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">36</td> <td style="text-align: center;">2425385</td> </tr> </table>	Social security number		:	:	or		Employer identification number		36	2425385
Social security number											
:	:										
or											
Employer identification number											
36	2425385										

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Konst Seelinger</i> Date ▶ <i>7/7/09</i>

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,