

New York State Office Of General Services  
New York State Procurement (NYSPRO)  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://nyspro.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** November 20, 2014

**GROUP:** 12605 - Automated External Defibrillators (AED's)  
Accessories And Related Products, (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)

**CONTRACT PERIOD:** November 20, 2008 -  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/** Cardiac Life Products, Inc./ PC64094  
**CONTRACT NO(S):** Cardiac Science Corporation / PC63996  
Nationwide Instruction for Cardiovascular Education  
d-b-a NICE, Inc. / PC64092  
Phillips Healthcare / PC64282  
Physio-Control, Inc. / PC63997  
Zoll Medical Corporation / PC63999

**SUBJECT: CONTRACT EXPIRATION UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Effective November 30, 2014 the above referenced contracts will expire. A piggyback process is nearing completion but we expect a brief lapse in contract coverage.

All terms and conditions remain the same remain in effect through November 30, 2014. Authorized Users must follow applicable State Finance Law and their own procurement guidelines if purchases are made during any lapse.

Please contact the Contract Management Specialist above if you should have any questions.

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Albany, New York 12242  
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# PURCHASING MEMORANDUM

## CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** September 11, 2014

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Cardiac Science Corporation  
**CONTRACT NO.:** PC63996

**SUBJECT: CONTRACTOR INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The fax number for Cardiac Science Corporation as listed on page (2) of the Contract Award has changed. The new Fax number is 800-925-2825.

Please refer to the Contract Award Notification (CAN) for the revised AWARD:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>.

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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Albany, New York 12242  
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## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** August 28 2014

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Zoll Medical Corp.  
**CONTRACT NO.:** PC63999

**SUBJECT: PRICELIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Zoll Medical Corporation dated **August 2014** which is effective immediately. Zoll has added 45 items and deleted 339 items.

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update.  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>.

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 2, 2014

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Philips Healthcare

**CONTRACT NO.:** PC64282

**SUBJECT: ADDITION OF AUTHORIZED DISTRIBUTOR / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Philips Healthcare has added CF Medical as an authorized distributor.
- CF Medical has been authorized to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID# Distributor ID#</b>	<b>Distributor Contact Information</b>
Philips Healthcare	CF Medical Federal ID#: 043317051  Vendor ID#: 1000011096	CF Medical 12 Lakeview Ave. Danvers, MA, 01923 Ms. Connie Frisch Phone: 978-750-6823 Website: <a href="http://www.cfmedical.com">www.cfmedical.com</a>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** April 3, 2014

**GROUP:** 12605 – Automated External Defibrillators  
(AED's) Accessories and Related Products

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[vivian.basile@ogs.ny.gov](mailto:vivian.basile@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 -  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR:** **Cardiac Life Products, Inc.**  
**CONTRACT NO.:** **PC64094**

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Effective immediately, we have accepted and updated the April 2014 Price List for **Cardiac Life Products, Inc.**

Cardiac Life Products, Inc. has added 40 additional products in the following categories:

- AED Units
- Electrodes/Batteries/Accessories
- AED Training Units/Accessories
- Storage Solutions
- Training Options

They have also deleted 80 products in the following categories:

- AED Units
- Electrodes/Batteries/Accessories
- AED Training Units/Accessories
- Storage Solutions

Please refer to the Pricing information link for the current updated price list.

Agencies may access this document at the following URL:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** January 17, 2014

**GROUP:** 12605-Automated External Defibrillators (AED's),  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Vivian Basile  
Contract Management Specialist  
(518) 474-0912  
[Vivian.Basile@ogs.ny.gov](mailto:Vivian.Basile@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 -  
November 30, 2014

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-0912  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR:**

**CONTRACTOR(S)/**

**CONTRACT NO(S):** PC63996 / Cardiac Science Corporation  
PC63997 / Physio-Control Inc.  
PC63999 / Zoll Medical Corporation  
PC64092 / Nationwide Instruction Cardiovascular Education d/b/a NICE INC  
PC64094 / Cardiac Life Products  
PC64282 / Philips Healthcare

**SUBJECT: CONTRACT EXTENSION AED's and Related Products**

**TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The Above listed contractors have extended their contracts through November 30, 2014. All the vendors have kept pricing the same.

**PURCHASING INSTRUCTIONS**

Please be reminded that items on the awarded price list are the only items available to purchase against this contract as a contract purchase. Items not on the price list may be purchased as a non-contract purchase through an alternate procurement method (i.e. Discretionary purchasing for NY State Agencies and Authorized Users). Non contract items must be on separate purchase orders and not combined with contract item purchase orders.

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you have any questions.

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## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** December 11, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Christopher Rochester  
Contract Management Specialist  
(518) 474-0912  
[Christopher.Rochester@ogs.ny.gov](mailto:Christopher.Rochester@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717

**CONTRACTOR/PHILIPS HEALTHCARE**  
**CONTRACT NO.:** PC64282

[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**SUBJECT: FDA Medical Device Safety Notice**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

In September 2012, Philips Healthcare initiated a Voluntary Medical Device recall of HeartStart FRx, HeartStart HS1 Home, and HeartStart HS1 OnSite AEDs due to the possibility of device failure. A letter was sent in 2012 to the **owner** of the AED regarding the situation.

**The owner of the AED is the person who:**

1. The device shipped to or
2. Registered the device

On November 19, 2013 Philips Healthcare, the contractor for PC64282, has issued the below information regarding a medical safety notice for the following devices; **HeartStart FRx, HeartStart Home, and HeartStart OnSite**, which are offered on the contract referenced above.

Philips

November 19, 2013

**MEDICAL DEVICE SAFETY NOTICE**

HeartStart FRx, HeartStart Home, and HeartStart OnSite

Dear HeartStart AED Owner,

Your Philips AED tests itself at regular intervals to ensure it is ready for use. A triple-chirp alert ( ) could mean that during self-test a serious problem is detected that could prevent your AED from delivering therapy in an emergency.

**(1) Reason for the Voluntary Action:**

• Philips is sending this letter to inform customers of a potential hazard associated with the failure of an internal electrical component. Philips found this component can fail in a way, whereby the device may incorrectly indicate it is ready for use. The probability of an AED experiencing this internal component failure in an emergency situation is extremely low. To date, Philips has received no reports of this failure mode during emergency use. • Beginning in 2005, Philips manufactured over 615,000 AEDS that could be subject to this one failure mode and has received 61 reports from customers that their devices detected the component failure in stand-by mode and alerted them with triple chirps. In 25 of the 61 devices, customers applying one or more Battery Insertion Tests were able to clear the triple chirp alert, indicating that the device was ready for use, when it was not.

**If you ever hear a series of triple chirps from your AED**

• **In Stand-By Mode: Please call Philips immediately for delivery of a replacement unit and receipt of a Return Authorization (RA) number.**

• **In an Emergency:** Press the flashing blue i-button and follow the voice prompts. Removing and reinserting the battery can clear some errors and equip the device to deliver therapy in a rescue. This battery removal and reinsertion procedure should only be done in an emergency situation.

**Once the emergency is over, please call Philips immediately for delivery of a replacement unit and receipt of an RA number.**

**(2) Risk to Health:**

• Removing and reinserting the battery one or more times when an AED emits a series of triple chirps may reset the device and cause it to report it is ready for use, though it may be unable to deliver therapy during a rescue. ***If your device is emitting a series of triple chirps, please remove the AED from service and contact Philips immediately for delivery of a replacement unit and receipt of an RA number.*** • To hear the difference between single chirps and triple chirps emitted by your AED, please visit our website at [www.philips.com/heartstartmaintenanceadvisory](http://www.philips.com/heartstartmaintenanceadvisory).

**(3) Product Information:**

HeartStart FRx, HeartStart Home, and HeartStart OnSite AEDs are affected.

**(4) Action Taken by Philips:**

Philips began notifying owners of this potential hazard in September, 2012. With this mailing, we are providing our customers with additional information and have created a website supporting this safety notice at [www.philips.com/heartstartmaintenanceadvisory](http://www.philips.com/heartstartmaintenanceadvisory). The website includes audio clips to assist you in distinguishing the difference between single and triple chirp patterns.

**(5) For Technical Support: If your Philips AED has ever emitted or begins to emit a pattern of triple chirps, please contact Philips for technical support at 1-800-263-3342, and select option 5.** Live technical support is available Monday-Friday, 7:00AM-5:00PM PST. This number is also available 24 hours a day, seven days a week for customer messages that will be promptly returned on the next business day. Your satisfaction with Philips products is very important to us. For further information or support concerning the use of your AED, please contact your local Philips representative. Adverse reactions or quality problems experienced with the use of this product may be reported to the FDA's MedWatch Adverse Event Reporting program either online, by regular mail or by fax.

Authorized by:

Bob Peterhans

General Manager, AED

We will keep you informed of any further developments.

You can also check the FDA's website at for further information.

<http://www.fda.gov/NewsEvents/Newsroom/PressAnnouncements/ucm377433.htm>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** November 20, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Christopher Rochester  
Contract Management Specialist  
(518) 474-0912  
[Christopher.Rochester@ogs.ny.gov](mailto:Christopher.Rochester@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/  
CONTRACT NO.:**

Contractors	Contract No.
CARDIAC SCIENCE CORPORATION	63996
PHYSIO-CONTROL INC	63997
ZOLL MEDICAL CORPORATION	63999
NATIONWIDE INSTRUCTION FOR CARDIO- VASCULAR EDUCATION D/B/A NICE INC	64092
CARDIAC LIFE PRODUCTS	64094
PHILIPS HEALTHCARE	64282

**SUBJECT:** Potential Contract Lapse

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

These contracts will expire after November 30, 2013. NYS Procurement is in the process of extending these contracts for up to one year. However, OGS anticipates there will be a lapse in these contracts. Therefore, it is recommended that future needs be assessed and where possible, orders be placed prior to expiration of the current contract. All contract users are reminded that purchases should be completed in accordance with applicable statutory requirements and guidelines. Updates will be provided via a purchasing memorandum when available. State agencies and contractors may also direct communications pertaining to the above referenced contract to the Contract Manager listed above. All other terms and conditions of the award remain the same. Please contact the Contract Management Specialist above if you should have any questions.

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Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** August 22, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Christopher Rochester  
Contract Management Specialist  
(518) 474-0912  
[Christopher.Rochester@ogs.ny.gov](mailto:Christopher.Rochester@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Cardiac Science Corp.  
**CONTRACT NO.:** PC63996

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Christopher Rochester is the new contract administrator for this contract. Cardiac Science Corp. has submitted an updated price list which identifies new part numbers and one item deleted from the price list. The prices on the price list are unchanged from the previous price list. The new price list has been posted to the OGS website for your information.

Cardiac Science Corp. offers discounts on new equipment with the trade in of old equipment. Trade in value varies. Please contact Cardiac Science Corp. for more details. Other contractors on the Automated External Defibrillators (AED's) contract may also offer discounts on trade ins and should be contacted before discarding outdated equipment.

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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 Empire State Plaza  
 Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** May 30, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
 Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
 Contract Management Specialist I  
 (518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
 November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
 (518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Zoll Medical Corporation  
**CONTRACT NO.:** PC63999

**SUBJECT: ADDITION / DELETION OF AUTHORIZED DISTRIBUTOR(S) / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Zoll Medical Corporation has **added** the following authorized distributor(s) to their contract PC63999:

- B-Lann Equipment Co., Inc.
- Cardiac Life Products

Both distributors are able to take purchase orders, accept payments and ship products.

The contact information for each distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation / PC63999	Cardiac Life Products <b>Federal ID: 16-1666713</b>  <b><u>VENDOR ID#</u></b> <b>1000029635</b>	Cardiac Life Products 1280 Creek Street, Suite 1005 Webster, NY 14580 Mary Beke Wynne, President <b>Phone: 585-267-7775 x105</b> <b>Fax: 585-267-5218</b> Email: <a href="mailto:mwynne@nysaed.com">mwynne@nysaed.com</a>
	B-Lann Equipment Co., Inc. <b>Federal ID 14-1514230</b>  <b><u>VENDOR ID#</u></b> <b>1000006786</b>	B-Lann Equipment Co., Inc. 2288 Fifth Avenue Troy, NY 12180 <b>Phone:518-274-7888</b> <b>Fax: 518-274-4654</b> Email: <a href="mailto:erin@blannequipment.com">erin@blannequipment.com</a> and <a href="mailto:al@blannequipment.com">al@blannequipment.com</a>

In addition, Zoll Medical Corporation has **removed** the following authorized distributor(s) from their contract PC63999:

- MHQ Municipal Supply
- United Radio Inc.

The contact information for these distributor(s) is shown in the table(s) below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation / PC63999	MHQ Municipal Supply <b>Federal ID: 04-2265390</b>  <u><b>VENDOR ID#</b></u> <b>1100017265</b>   United Radio Inc. <b>Federal ID: 16-0906884</b>  <u><b>VENDOR ID#</b></u> <b>1000007576</b>	MHQ Municipal Supply Randy Frederick, Sales Director 401 Elm Street Marlborough, MA 01752 <b>Phone: 508-573-2636</b> <b>Fax: 508-573-2736</b> Email: rfrederick@mhq.com  United Radio Inc. 5703 Enterprise Parkway East Syracuse, NY 13057 Rick Webster, General Manager <b>Phone: 315-446-7181</b> <b>Fax: 315-446-8505</b> Email: rwebster@unitedradio.com

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist above if you should have any questions.

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Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** March 8, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Contract Management Specialist I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Philips Healthcare

**CONTRACT NO.:** PC64282

**SUBJECT: ADDITION OF AUTHORIZED DISTRIBUTOR / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Philips Healthcare has added Emergency Skills, Inc. as an authorized distributor.
- Emergency Skills, Inc. has been authorized to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID# Distributor ID#</b>	<b>Distributor Contact Information</b>
Philips Healthcare	Emergency Skills, Inc. Federal ID#: 13-28971529 <b>Vendor ID#: 1000012809</b>	Emergency Skills, Inc. 350 Seventh Ave. Suite 505 New York, NY 10001 Sarah V. Gillen <b>Phone: 212-564-6833</b> <b>FAX: 212-564-6793</b> <a href="http://www.emergencyskills.com">www.emergencyskills.com</a>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.ny/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist I above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
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Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** February 8, 2013

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Contract Management Specialist I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Physio-Control Inc.  
**CONTRACT NO.:** PC63997

**SUBJECT: ADDITION OF AUTHORIZED DISTRIBUTOR / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Physio-Control Inc. has added Advantage Emergency Devices as an authorized distributor.
- Advantage Emergency Devices has been authorized to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

Contractor/PC#	Authorized Distributor/FED ID# Distributor ID#	Distributor Contact Information
Physio-Control Inc.	Advantage Emergency Devices Federal ID#: 460939720 <b>Distributor ID#: 1100079524</b>	Advantage Emergency Devices PO Box 327 Amawalk, NY 10501 John R. FitzGerald <b>Cell: 914-645-5386</b> <b>FAX: 914-245-6393</b> <a href="mailto:john@advantageaed.com">john@advantageaed.com</a> <a href="http://www.advantageaed.com">www.advantageaed.com</a>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.ny./purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Contract Management Specialist I above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** October 24, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2013

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/**

**CONTRACT NO(S):** PC63996 / Cardiac Science Corporation  
PC63997 / Physio-Control Inc.  
PC63999 / Zoll Medical Corporation  
PC64092 / Nationwide Instruction Cardiovascular Education  
d/b/a NICE INC  
PC64094 / Cardiac Life Products  
PC64282 / Philips Healthcare

**SUBJECT: ONE YEAR CONTRACT RENEWAL / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

All of the above contractors, Award 21270 have renewed their contract through November 30, 2013.

Please refer to the Contract Award Notification (CAN) for a revised AWARD and additional updates at:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** August 20, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Physio-Control Inc.  
**CONTRACT NO.:** PC63997

**SUBJECT: CONTRACTOR INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contact person for PHYSIO-CONTROL INC as listed on page (2) of the Contract Award has changed as follows:

PHYSIO-CONTROL INC.  
**Mark Watson**  
**800-442-1142 EXT: 74246**  
**E-mail(s):**  
**[rs.physiocontracts-south@physio-control.com](mailto:rs.physiocontracts-south@physio-control.com)**  
**[mark.watson@physio-control.com](mailto:mark.watson@physio-control.com)**  
**Website: [www.physio-control.com](http://www.physio-control.com)**

Please refer to the Contract Award Notification (CAN) for the revised AWARD:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** May 21, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/**

**CONTRACT NO.:** Cardiac Science Corporation / PC63996  
Physio-Control, Inc. / PC63997

**SUBJECT: CONTRACTOR INFORMATION UPDATE / PRICE LIST UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Physio-Control, Inc. dated **May 2012** which is effective immediately.

The contract contact information for the following two contractors as listed on page (2) of the Contract Award has changed as follows:

**PC63996/ Cardiac Science Corporation**

**CARDIAC SCIENCE CORPORATION**

**N7W22025 Johnson Drive  
Waukesha, WI 531863-1856**

**Heather Reindl**

**800-426-0337**

**262-953-3543**

**Email: [bidadministration@cardiacscience.com](mailto:bidadministration@cardiacscience.com)**

**Fax No.: 800-925-2895**

**Website: [www.cardiac.science.com](http://www.cardiac.science.com)**

**PC63997 / Physio-Control, Inc.**

**PHYSIO-CONTROL, INC.  
11811 Willows Road NE  
PO Box 97023  
Redmond, WA 98073-9723  
Bryan DeLeuw  
800-442-1142 ext 74145  
Fax No: 425-867-4970  
Email: [rs.physiocontracts-south@physio-control.com](mailto:rs.physiocontracts-south@physio-control.com)  
Website: [www.physiocontrol.com](http://www.physiocontrol.com)**

Please refer to the Contract Award Notification (CAN) for the updated price list and revised AWARD:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** April 18, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Cardiac Life Products, Inc.  
**CONTRACT NO.:** PC64094

**SUBJECT: PRICE LIST UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Cardiac Life Products, Inc. dated **April 16, 2012** which is effective immediately.

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** April 4, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Zoll Medical Corporation

**CONTRACT NO.:** PC63999

**SUBJECT: PRICE LIST UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Zoll Medical Corporation dated **April 2012** which is effective immediately.

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update.  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** January 31, 2012

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Mary P.Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR(S)/** Philips Healthcare / PC64282  
**CONTRACT NO(S):** Zoll Medical Corporation / PC63999

**SUBJECT: REVISED AWARD / ADDITION OF AUTHORIZED DISTRIBUTORS / PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The Contract Award Notification (CAN) has been revised to reflect the following:

Zoll Medical Corporation, PC63999, has added School Health Corporation as an authorized distributor who is able to remit and accept payments.

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation, PC63999	School Health Corporation <b>Federal ID 36-2425385</b> <b>Vendor ID: 1000017722</b>	John Rooney / VP of Sales Douglas Zybrands, NE Territory Mgr. 865 Muirfield Drive Hanover Park, IL 60133 Phone: 866-323-5465 & 800-323-1305 Ext 7913 Fax: 800-235-1305 & 630-582-0532 E-Mail(s): <a href="mailto:customerservice@schoolhealth.com">customerservice@schoolhealth.com</a> & <a href="mailto:dzybrands@schoolhealth.com">dzybrands@schoolhealth.com</a>

(continued)

In addition, effective immediately **Philips Healthcare PC64282** has submitted and OGS has accepted a **Price List Update**. Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update.

<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** November 28, 2011

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Zoll Medical Corporation

**CONTRACT NO.:** PC63999

**SUBJECT: REVISED AWARD / AUTHORIZED DISTRIBUTOR INFORMATION UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to update the contact information for the following authorized distributor:  
The new contact information for the distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation / PC63999	<b>Natick Auto Sales d/b/a MHQ Municipal Vehicles</b> Federal ID: 04-2265390	<b>Natick Auto Sales d/b/a MHQ Municipal Vehicles</b> 401 Elm Street Marlborough, MA 01752 Randy Frederick, Sales Director <b>Phone: (508) 573-2636</b> Fax: (508) 573-2736 Email: <a href="mailto:rfrederick@mhq.com">rfrederick@mhq.com</a>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.ny.gov>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** September 30, 2011

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Zoll Medical Corporation  
**CONTRACT NO.:** PC63999

**SUBJECT: PRICE LIST UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Zoll Medical Corporation dated **September 2011** which is effective immediately.

This price list reflects lower pricing for "Temperature Accessories, (M Series only), items 8000-0672 and 8000-673.

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update.  
<http://www.ogs.ny.gov/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 9, 2011

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.ny.gov](mailto:mary.schneider@ogs.ny.gov)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov)

**CONTRACTOR/** Philips Healthcare

**CONTRACT NO.:** PC64282

**SUBJECT: ADDITION OF AUTHORIZED DISTRIBUTOR / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Philips Healthcare has added G.E. Pickering, Inc. as an authorized distributor.
- G.E. Pickering, Inc. has been authorized to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

Contractor/PC#	Authorized Distributor/FED ID# Distributor ID#	Distributor Contact Information
Philips Healthcare	G.E. Pickering Inc. Federal ID#: 112237845 <b>Distributor ID#: 1000005627</b>	G.E. Pickering Inc. 263 Glen Cove Ave. Sea Cliff, NY 11579 Wendy Martin Lisa Morales <b>Phone: 1-800-492-0255</b> <b>FAX: 516-671-9606</b>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** February 28, 2011

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Zoll Medical Corporation

**CONTRACT NO.:** PC63999

**SUBJECT: ADDITION OF AUTHORIZED DISTRIBUTOR / REVISED AWARD / PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Zoll Medical Corporation has added United Radio, Inc. as an authorized distributor.
- United Radio Inc. is able to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

Contractor/PC#	Authorized Distributor/FED ID #	Distributor Contact Information
Zoll Medical Corporation / PC63999	United Radio Inc. <b>Federal ID: 16-0906884</b>	United Radio Inc. 5703 Enterprise Parkway East Syracuse, NY 13057 Rick Webster, General Manager <b>Phone: 315-446-7181</b> <b>FAX: 315-446-8505</b> Email: <a href="mailto:rwebster@unitedradio.com">rwebster@unitedradio.com</a>

We have accepted an updated Price List for Zoll Medical Corporation dated **February 2011** which is effective immediately.

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD and Price List Update.  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** February 18, 2011

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P.Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHYSIO-CONTROL, INC.  
**CONTRACT NO.:** PC63997

**SUBJECT: PRICE LIST UPDATE / CONTRACT INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Physio-Control, Inc. dated **February 14, 2011** which is effective immediately.

The contract contact information for Physio-Control, Inc. as listed on page (2) of the Contract Award has changed as follows:

**Vince Pettit**  
**800-442-1142 ext 74330**  
**Fax No: 425-867-4970**  
**Email: [rs.physiocontracts-east@medtronic.com](mailto:rs.physiocontracts-east@medtronic.com)**  
**Website: [www.physiocontrol.com](http://www.physiocontrol.com)**

Please refer to the Contract Award Notification (CAN) for the updated price list and revised AWARD:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** September 29, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Cardiac Science Corporation  
**CONTRACT NO.:** PC63996

**SUBJECT: CONTACT INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract contact information for Cardiac Science Corporation as listed on page (2) of the Contract Award has changed as follows:

**Thomas Bonin**  
**Email:** [bidadministration@cardiacscience.com](mailto:bidadministration@cardiacscience.com)  
**Phone:** 425-402-2255  
**Fax:** 425-402-2005

Please refer to the Contract Award Notification (CAN) for a revised award at:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270Can.htm>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you have any questions

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 16, 2010

**GROUP:** 12605 - Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Physio-Control, Inc.

**CONTRACT NO.:** PC63997

**SUBJECT:** FIELD CORRECTION ON LIFEPAK 20/20e Defibrillator/Monitor

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

**Please Note: Physio-Control, Inc. is now in the process of making a Field Corrective Action on two products currently sold under contract#PC63997:**

**LIFEPAK 20**

**LIFEPAK 20e defibrillator monitor**

Physio-Control has sent out letters to all affected customers during the last week of May 2010 with instructions and information about this action and the plan to update all affected power supplies at no charge in one service update.

The affected devices can remain in service while updates are scheduled.

Further information can be found on the following pages of the "PDF" attachments.

This information is also posted to the contractor's website.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

# Field Correction on LIFEPAK® 20/20e Defibrillator/Monitor

## What is the issue?

- Physio-Control is improving customer satisfaction by making a reliability improvement
- There is less than 1 in 3.3 million chance of a malfunction occurring on the day you need to defibrillate, assuming daily checks
- Even if a malfunction occurs, the other power supply is available so the device can still be used

There are two possible *independent* issues, both related to power:

AC (WALL/LINE) POWER MALFUNCTION	
Cause:	A component permanently fails when the AC voltage coming out of the wall fluctuates.
Effect:	Prevents AC power operation and battery charging capability.
Safeguards:	<ol style="list-style-type: none"> <li>1. LIFEPAK defibrillator automatically switches to battery.</li> <li>2. When device is off and plugged in, device will beep every 2 minutes after 15 minutes of seeing no AC power.</li> <li>3. Most malfunctions are caught during regular checks.</li> </ol>
Frequency:	367 occurrences out of over 50,000 units, over 8 years (or 2,900,000 months of use).
Response:	Device automatically switches to battery power.

DC POWER MALFUNCTION	
Cause:	Residual processing chemicals on the electronic board.
Effect:	Device will not power up on battery.
Safeguards:	<ol style="list-style-type: none"> <li>1. User can (and is directed per the Operating Instructions to) plug device into the AC wall power.</li> <li>2. Most malfunctions caught during regular checks. Users are instructed to test devices on battery power.</li> </ol>
Frequency:	400 occurrences out of over 50,000 units, over 8 years (or 2,600,000 months of use).
Response:	User plugs device into AC power.



## What is the risk of a malfunction?

Frequently checking the device greatly reduces the chance of a malfunction occurring when you need to defibrillate.

		FREQUENCY OF DEFIBRILLATION USE (FOR THAT DEVICE)		
		Once per month	Twice per month	Three times per month
FREQUENCY OF DEVICE CHECK	Every shift (three times per day)	1 in 10,018,000	1 in 5,009,000	1 in 3,339,000
	<b>Daily (manufacturer recommendation)</b>	<b>1 in 3,339,000</b>	1 in 1,669,000	1 in 1,113,000
	Weekly	1 in 475,700	1 in 237,800	1 in 158,500
	Monthly	1 in 109,800	1 in 54,900	1 in 36,600

For an average device, there is less than 1 in 3.3 million chance of a malfunction occurring on the day you need to defibrillate, assuming daily checks. In such an event, patient risk is mitigated by Responses listed in the tables on page one.

For more information please contact your local sales representative or visit [www.physio-control-notices.com/LP20power](http://www.physio-control-notices.com/LP20power)

May 2010

## **URGENT MEDICAL DEVICE CORRECTION**

### **LIFEPAK® 20 and LIFEPAK 20e Defibrillator/Monitors**

Dear Customer,

Physio-Control, Inc., a division of Medtronic Inc., is notifying you of two potential power supply issues associated with the LIFEPAK 20/20e defibrillator/monitors. The purpose of this communication is to make you aware of this situation, provide you with instructions in case you encounter either of these issues, and communicate the plan to update affected devices. The failure of the power supply could delay or prevent delivery of defibrillation therapy.

#### **What are the issues?**

The LIFEPAK 20/20e defibrillator/monitor has a dual power supply system and is designed to operate on AC (line) power and/or DC (battery) power. We have received reports of separate and unique issues associated with both power supply sources as explained below.

#### **No AC (line) Operating Power**

AC power failures have been attributed to specific component failures due to a line over voltage condition preventing AC power operation and preventing battery charging capability. Over an eight (8) year period of time, and with 53,480 devices in use for an average of 54 months (~2.9 million months of actual field device deployment), there have been 367 AC power failures reported with no adverse patient related events or deaths. Most of these AC power failures were identified during the recommended Operating Instruction device checks.

- *If loss of AC power occurs while the device is in use, the AC Main LED will turn off and the device will automatically switch to DC (battery) power. A fully charged battery will provide full device operation for two (2) hours or for approximately 40 days in stand-by mode. When the DC (battery) is low; the Low Battery message will display. Once the battery is fully depleted, this failure will prevent the recharging of the battery and all device power will be lost.*
- *If the device is not in use and the loss of AC power occurs, the AC Main LED will turn off and the AC loss Alert will sound after 15 minutes (default setting), it will then continue until the battery is depleted.*

#### **No DC (battery) Operating Power**

DC power failures have been attributed to residual solder flux under a component causing electrical current leakage that prevents operation on DC power. Over the same eight (8) year period of time, and for a subset (42,943) of the same devices described in the No AC issue above, and in use for an average of 62 months (~2.6 million months of actual field device deployment), 400 DC power failures have been reported including one unconfirmed report of an adverse patient related event in 2006 in which the device did not work on DC power and was not subsequently plugged into AC power. Most of these DC power failures were identified during recommended Operating Instruction device checks.

- *If your defibrillator fails to power on with DC (battery) power or shuts down while operating on DC power, immediately connect the defibrillator to AC (line) power. AC power will be the only power source. If no AC power is available, it can result in a delay of defibrillation therapy.*

### **Am I affected by this issue and what is the action plan?**

Our records show that LIFEPAK 20 and/or LIFEPAK 20e defibrillator/monitor(s) that have the potential to experience a power supply issue have been distributed to your facility and are identified on the enclosed list by serial number.

The plan is to update all affected power supplies at no charge in one service update that will address both issues. The plan will be completed in two phases. Phase 1 identifies devices at a higher risk that account for 92% of all DC (battery) power failures. We expect to complete this phase in 9 to 12 months. Phase 2 identifies the remaining lower risk devices that will be updated upon completion of Phase 1. We expect Phase 2 will take an additional 9 to 12 months to complete. Your local service representative will begin scheduling Phase 1 updates.

### **What should I do?**

The probability that you will experience either of these issues is extremely remote. Additionally, failure of the AC or DC power supply can be detected during routine daily checks. Therefore, until your device is repaired, it is important to keep your defibrillator/monitor(s) in service while we schedule the updates. We recommend the following:

- Keep normally functioning LIFEPAK 20/20e defibrillators/monitors in service connected to AC power and continuously charging DC power whenever possible.
- Follow the recommended daily Operator's Checklist steps in accordance with LIFEPAK 20/20e defibrillator/monitor Operating Instructions – Section 7 – Maintaining the Equipment – Appendix D. These daily checks will identify any potential AC or DC power failure prior to use. A copy of the daily operator's checklist can also be downloaded from our website at [www.physio-control-notices.com/LP20power](http://www.physio-control-notices.com/LP20power).
- Visit the website above for additional useful information regarding the probability of experiencing a power supply malfunction over the next two years and the relative impact that the frequency of routine device checks has on the likelihood that a malfunction could potentially interfere with a defibrillation event.
- Identify failed units for repair or replacement as quickly as possible.

If your LIFEPAK 20/20e defibrillator/monitor exhibits any power issues that cannot be resolved, immediately call our Technical Support at the number provided below.

### **What if I don't have LIFEPAK 20/20e defibrillator/monitor(s) any longer?**

If you no longer own the LIFEPAK 20/20e defibrillator/monitors on the enclosed list, please contact Physio-Control Technical Support as soon as possible to ensure accurate updating of your account. We recommend customers forward this notification to all of your sites that may have a LIFEPAK 20/20e defibrillator/monitor.

If you have any questions regarding this notification, please contact our Technical Support at [rs.sealifepaksupport-usa@medtronic.com](mailto:rs.sealifepaksupport-usa@medtronic.com) or call 1-800-442-1142, 6:00 a.m. to 4:00p.m. (Pacific), Monday-Friday.

Sincerely,  
PHYSIO-CONTROL, INC., a division of Medtronic Inc.



James R. Dabbs  
Vice President, Quality Assurance

**URGENT DEVICE CORRECTION****Account# 00387003**ATTN: Biomedical Dept.  
ALASKA REGIONAL HOSPITAL  
2801 DEBARR RD  
ANCHORAGE, AK 99508**Device Count 16**

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<b>Phase</b>	<b>Part Number</b>	<b>Serial Number</b>
Phase 1	3202488-000	33820870
Phase 1	3202488-000	33829090
Phase 1	3202488-000	33829105
Phase 1	3202488-000	33884866
Phase 1	3202488-000	33884867
Phase 1	3202488-000	33884871
Phase 1	3202488-000	33884872
Phase 1	3202488-000	33884879
Phase 1	3202488-000	33884912
Phase 2	3202488-000	34785326
Phase 2	3202488-036	37560188
Phase 2	3202488-036	37560193
Phase 2	3202488-036	37560204
Phase 2	3202488-036	37570345
Phase 2	3202488-036	37570346
Phase 2	3202488-036	37570350

**The part number/serial number label is located on the bottom of device**

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 8, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Zoll Medical Corporation

**CONTRACT NO.:** PC63999

**SUBJECT: REVISED AWARD / ADDITION OF AUTHORIZED DISTRIBUTORS**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributor:

- Zoll Medical Corporation, has added MHQ Municipal Supply as an authorized distributor.
- MHQ Municipal Supply is able to take orders, accept payments and ship products.

The contact information for the distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation / PC63999	MHQ Municipal Supply <b>Federal ID: 04-2265390</b>	MHQ Municipal Supply 401 Elm Street Marlborough, MA 01752 Randy Frederick, Sales Director <b>Phone: (508) 573-2636</b> Fax: (508) 573-2736 Email: <a href="mailto:rfrederick@mhq.com">rfrederick@mhq.com</a>

Please refer to the (CAN) Contract Award Notification for a complete revised AWARD:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** May 7, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Philips Healthcare

**CONTRACT NO.:** PC64282

**SUBJECT: CONTRACT INFORMATION UPDATE /ADDRESS CHANGE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

Philips Healthcare has **changed their address** as listed on page 2 of the contract AWARD to the following:

**Philips Healthcare  
22100 Bothell-Everett Highway  
Bothell, WA 98021**

All correspondence should be directed to the new Bothell location effective immediately.

Please refer to the Contract Award Notification (CAN) at:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you have any questions

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** April 22, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/**

**CONTRACT NO(S):** Cardiac Life Products / PC64094  
Cardiac Science Corporation / PC63996  
Physio-Control, Inc. / PC63997  
Zoll Medical Corporation / PC63999

**SUBJECT: CONTRACTOR INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

PLEASE NOTE THE FOLLOWING INFORMATION IS A **REVISED** UPDATE FOR THE ABOVE CONTRACT AS IT APPEARS ON PAGE 2 OF THE CONTRACT AWARD:

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC64094	CARDIAC LIFE PRODUCTS, INC. P.O. Box 25755	866/710-1970 Mary Wynne	161666713
WBE/SB	Rochester, NY 14625	Email: <a href="mailto:cardiaclife@nysaed.com">cardiaclife@nysaed.com</a> Fax No.: 585/267-5218 Cell: 585/738-1928 Website: <a href="http://www.nysaed.com">www.nysaed.com</a>	

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63996	CARDIAC SCIENCE CORPORATION 3303 Monte Villa Parkway Bothell, WA 98021-8969	800/426-0337 425/402-2321 Tina Baer-Olson Email: TBaer-Olson@cardiacscience.com Fax No.: 425/402-2005 Website: www.cardiacscience.com	943300396
PC64092 WBE/SB	NATIONWIDE INSTRUCTION FOR CARDIOVASCULAR EDUCATION d/b/a NICE, INC. 1 Gate Court Dix Hills, NY 11746	631/643-9896 Dr. Christopher and Marilyn Byron Fax No.: 631/643-2780 E-mail: nicecpr@aol.com Website: www.niceheart.com	113530300
PC64282	PHILIPS MEDICAL SYSTEMS 3000 Minuteman Road Andover, MA 01810	800/934-7372 Fax No.800/947-3299 Trish Archambault Contracts Administrator Phone: 425/659-7747 Fax No.: 978/856-3148 E-mail: patricia.archambault@philips.com Website: www.medical.philips.com	133429115
PC63997	PHYSIO-CONTROL, INC. 11811 Willows Road NE PO Box 97006 Redmond, WA 98052-2003	800/442-1142 x 74169 Fax: 425/867-4970 David Albright E-mail: bidsinbox@medtronic.com Website: www.physio-control.com	910697691
To Order by Phone: 800/442-1142 To Order by Fax: 800/732-0956 Equipment 800/426-8049 Disposables, Accessories, Parts			
PC63999	ZOLL MEDICAL CORPORATION 269 Mill Road Chelmsford, MA 01824	800/348-9011 978/421-9655 Elizabeth McCaughey Email: EMcCaughey@zoll.com Fax No.: 978/421-0005 Website: www.zoll.com	042711626

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(continued)

In addition, the Contract Award Notification has been revised. The revised contract award is now available at  
Please refer to the Contract Award Notification (CAN) at:

<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
 Procurement Services Group  
 Corning Tower Building  
 Empire State Plaza  
 Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** April 7, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
 Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**  
**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
 Purchasing Officer I  
 (518) 474-0912  
[@ogs.state.ny.us](mailto:ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
 November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
 (518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Philips Healthcare

**CONTRACT NO.:** PC64282

**SUBJECT: CONTRACTOR INFORMATION UPDATE /NAME CHANGE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contractor's name has changed from Philips Medical Systems to Philips Healthcare.

Philips Healthcare has updated their contact information listed on page 2 of the contract AWARD as follows:

Please refer to the Contract Award Notification (CAN) at:  
<http://www.ogs.state.ny.us/purchase/spg/awards/1260521270CAN.HTM>

Sales Orders	Contract Administrator	Remit to Address
Toll Free Telephone Number: (For AED Products/AED Services, & all other Products) 1-800-934-7372	Trish Archambault Contract Managers, Paralegal Philips Healthcare 3000 Minuteman Rd. MS 400 Andover, MA 01810 Email: <a href="mailto:patricia.archambault@philips.com">patricia.archambault@philips.com</a> Phone: 978-659-7747 Fax:978-856-3148	Philips Healthcare P.O. Box 100355 Atlanta, GA 30384-0355
Customer Service Fax: 1-800-947-3299 e-mail : <a href="mailto:aed.markrt@philips.com">aed.markrt@philips.com</a>		
On-line orders: <a href="mailto:aed.market@philips.com">aed.market@philips.com</a>		

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you have any questions

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** March 4, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Zoll Medical Corporation  
**CONTRACT NO.:** PC63999

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Zoll Medical Corporation dated **March 2010** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** January 22, 2010

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/**

**CONTRACT NO(S):** Cardiac Life Products / PC64094  
Cardiac Science Corporation / PC63996  
Nationwide Instruction For Cardiovascular Education  
d/b/a NICE, INC. / PC64092  
Physio-Control, Inc. / PC63997  
Zoll Medical Corporation / PC63999  
Philips Medical Systems / PC64282

**SUBJECT: CONTRACT INFORMATION UPDATE / REVISED AWARD**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

PLEASE NOTE THE FOLLOWING INFORMATION UPDATE FOR THE ABOVE CONTRACT AS IT APPEARS ON PAGE 2 OF THE CONTRACT AWARD:

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC64094	CARDIAC LIFE PRODUCTS, INC. P.O. Box 25755	866/710-1970 Mary Wynne	161666713
WBE/SB	Rochester, NY 14625	Email: <a href="mailto:cardiaclife@nysaed.com">cardiaclife@nysaed.com</a> Fax No.: 585/267-5218 Cell: 585/738-1928 Website: <a href="http://www.nysaed.com">www.nysaed.com</a>	

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC63996	CARDIAC SCIENCE CORPORATION 3303 Monte Villa Parkway Bothell, WA 98021-8969	800/426-0337 425/402-2321 Tina Baer-Olson Email: TBaer-Olson@cardiacscience.com Fax No.: 425/402-2005 Website: www.cardiacscience.com	943300396
PC64092 WBE/SB	NATIONWIDE INSTRUCTION FOR CARDIOVASCULAR EDUCATION d/b/a NICE, INC. 1 Gate Court Dix Hills, NY 11746	631/643-9896 Dr. Christopher and Marilyn Byron Fax No.: 631/643-2780 E-mail: nicecpr@aol.com Website: www.niceheart.com	113530300
PC63997	PHYSIO-CONTROL, INC. 11811 Willows Road NE PO Box 97006 Redmond, WA 98052-2003	800/442-1142 x 74169 Fax: 425/867-4970 David Albright E-mail: bidsinbox@medtronic.com Website: www.physio-control.com	910697691
To Order by Phone: 800/442-1142 To Order by Fax: 800/732-0956 Equipment 800/426-8049 Disposables, Accessories, Parts			
PC63999	ZOLL MEDICAL CORPORATION 269 Mill Road Chelmsford, MA 01824	800/348-9011 978/421-9655 Elizabeth McCaughey Email: EMcCaughey@zoll.com Fax No.: 978/421-0005 Website: www.zoll.com	042711626
PC64282	PHILIPS MEDICAL SYSTEMS 2301 Fifth Avenue, Suite 200 Seattle, WA 98121	800/934-7372 Fax No.800/947-3299 Amy Rosenleaf Contracts Administrator Phone: 425/908-2501 Fax No.: 800/482-8713 E-mail: amy.rosenleaf@philips.com Website: www.medical.philips.com	133429115

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Please note the following information update for **“AUTHORIZED DISTRIBUTOR INFORMATION” AS IT APPEARS ON PAGE 3 OF THE CONTRACT AWARD FOR PC63997 Physio-Control, Inc.:**

Physio-Control Inc.	<b>School Health Corporation</b>	36-2425385	865 Muirfield Drive Hanover Park, IL 60133 Susan Rogers / Owner John Rooney / Sales Manager Phone: 800-323-1305 Fax: 800-235-1305
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Physio-Control has provided the following phone numbers for NYS service areas:

Long Island/Queens: 1-800-442-1142 x 72402  
NYC (Brooklyn, Staten Island, Manhattan, Brox) and counties of Dutchess,, King, Putnam, Orange, Richmond, Rockland, Sullivan, Ulster and Westchester: 1-800-442-1142 x 72727  
Eastern Upstate New York: 1-800-442-1142 x 72567  
North New York State from Syracuse, Onondaga County, West to Erie, PA: 1-800-442-1142 x 72341

In addition, the Contract Award Notification has been revised. The revised contract award is now available at [www.ogs.state.ny.us](http://www.ogs.state.ny.us).

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** December 8, 2009

**GROUP:** 12605 - Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Cardiac Science Corporation  
**CONTRACT NO.:** PC63996

**SUBJECT:** VOLUNTARY RECALL

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contractor for **PC63996 Cardiac Science Corporation**, has issued the following information regarding a voluntary recalls for **Powerheart Models Defibrillator/Monitor: 9300A, 9300C, 9300D, 9300E, 9300P, 9390A, 9390E** due to the following defect in the AED:

**VISUAL INSPECTION OF A GREEN LIGHT MAY NOT REVEAL DEFECTIVE OR NON-WORKING COMPONENTS INSIDE THE AED**

Please review the following information from Cardiac Science Corporation for directions in reference to this Nationwide Voluntary Medical Device Correction:

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you have any questions.

## ***Cardiac Science Notifies AED Customers of Nationwide Voluntary Medical Device Correction***

BOTHELL, Wash., Nov 13, 2009 /PRNewswire-FirstCall via COMTEX News Network/ -- Cardiac Science Corporation (Nasdaq: CSCX) is initiating a voluntary field correction after it was determined certain automated external defibrillators (AEDs) may experience a rare product issue in which the AED may not be able to deliver therapy during a resuscitation attempt. Device failure may affect resuscitation of the patient, which could lead to serious adverse events or death. These AEDs have electronic components which may fail and the failure may not be detected by the device's periodic self-tests. The affected models include the Powerheart 9300A, 9300C, 9300D, 9300E, 9300P, 9390A, 9390E, and CardioVive 92531, 92532, and 92533 devices.

(Logo: <http://www.newscom.com/cgi-bin/prnh/20080306/AQTH510LOGO>)

Cardiac Science has received a total of 64 complaints concerning four resistors within certain AEDs. Two of these complaints were associated with a failure to deliver therapy. This issue is predicted to occur in approximately one in 75,000 AEDs manufactured between August 2003 and August 2009. The company has also received 114 complaints regarding "Service Required" messages resulting from a specific relay switch failure. There have been no reported instances where this issue has resulted in an inability to deliver therapy.

Until a correction is available in May, 2010, the company strongly advises customers to check the status indicator on the front of the AED and follow the procedures documented in the materials accompanying the AED. The company advises that customers leave their AEDs in service.

"When customers choose a product from Cardiac Science, they expect outstanding reliability," said Dave Marver, president and chief executive officer. "We understand the role our products play in public health and are taking appropriate measures to further improve the performance of our products."

The company has implemented more stringent testing of the components and all AEDs produced since August, 2009 are unaffected. Customers in possession of an AED that may exhibit either of these issues will be notified immediately. A software update to address the resistor issue will be available by May, 2010. This software update will enhance the AED's self-test capabilities and improve detection of the issue. In the interim, the company advises customers to keep their AEDs in service and follow the normal testing and maintenance procedures found in the Operator and Service Manual. A copy of these

procedures is available at [www.cardiacscience.com/AED175](http://www.cardiacscience.com/AED175). At this site, customers may confirm if their AED is affected and register for automatic e-mail reminders to conduct scheduled maintenance.

If the AED is not rescue ready (the indicator is red) customers should contact the company immediately at 425.402.2000 (option 1) within the United States. Outside the US contact +44.161.926.0011 or the local Cardiac Science representative. Customers can also email the company at [AED175@cardiacscience.com](mailto:AED175@cardiacscience.com).

### *Forward-Looking Statements*

This press release contains forward-looking statements. The word "believe," "expect," "intend," "anticipate," variations of such words, and similar expressions identify forward-looking statements, but their absence does not mean that the statement is not forward-looking. Forward looking statements in this press release include, but are not limited to, predictions of AED component failure rates, the availability of software updates to improve detection of the component issue, and the effectiveness of the planned software update. These are forward-looking statements for purposes of the safe harbor provisions under the Private Securities Litigation Reform Act of 1995. Actual results and performance may vary significantly from those expressed or implied in such statements. Factors that could cause or contribute to such varying results and other risks are more fully described in the Annual Report on Form 10-K filed by Cardiac Science Corporation for the year ended December 31, 2008, as updated by subsequent quarterly reports on Form 10-Q. Cardiac Science Corporation undertakes no duty or obligation to update the information provided herein. For more information,

Company Contact:

Investor Contact:

Media Contact:

-----  
Mike Matysik  
Cardiac Science Corporation  
Senior Vice President and CFO  
425.402.2009

-----  
Matt Clawson  
Allen & Caron  
949.474.4300  
matt@allencaron.com

-----  
Christopher Gale  
EVC Group Inc.  
646.201.5431  
203.570.4681  
cgale@evcgroup.com

LOGO: [http://www.cardiacscience.com/images/main\\_logo.gif](http://www.cardiacscience.com/images/main_logo.gif)

CSCX-F

SOURCE Cardiac Science Corporation

<http://www.cardiacscience.com>

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New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** November 2, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Philips Medical Systems  
**CONTRACT NO.:** PC64282

**SUBJECT: CONTRACT INFORMATION UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

PLEASE NOTE THE FOLLOWING INFORMATION UPDATE FOR THE ABOVE CONTRACT:

Contact Information:	Ordering Information:	Remit to Address:
Amy Rosenleaf Philips Healthcare Phone: 425-908-2501 Fax: 425-482-8713 E-mail: <a href="mailto:amy.rosenleaf@philips.com">amy.rosenleaf@philips.com</a>	Philips Healthcare 3000 Minuteman Road Andover, MA 01810 Phone: 1-800-934-7372 Fax: 1-800-947-3299 E-mail: <a href="mailto:aed.market@philips.com">aed.market@philips.com</a>	Philips Medical Systems PO Box 406538 Atlanta, GA 30384

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** October 19, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Zoll Medical Corporation  
**CONTRACT NO.:** PC63999

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Zoll Medical Corporation dated **October 2009** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** August 3, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** Cardiac Science Corporation / PC63996

**CONTRACT NO(S):** Physio-Control, Inc. / PC63997

**SUBJECT: REVISED AWARD / ADDITION OF AUTHORIZED DISTRIBUTORS**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contract AWARD has been revised to include the following authorized distributors:

- Cardiac Science Corporation, PC63996, has added Cardiac Life Products as an authorized distributor.
- Physio Control Inc. has added School Health Corporation as an authorized distributor.
- Both companies are able to take orders, accept payments and ship products.

The contact information for each distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Cardiac Science Corporation, PC63996	Cardiac Life Products, Inc. <b>Federal ID 16-1666713</b>	Cardiac Life Products, Inc. PO Box 25755 Rochester, NY 14625 Mary Wynne, Certified WOB <b>Phone: 866-710-1970</b> Fax: 585-267-5218 Cell: 585-738-1928 Web address: <a href="http://www.nysaed.com">www.nysaed.com</a>

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(continued)

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Physio-Control Inc., PC63997	School Health Corporation <b>Federal ID 36-2425385</b>	Susan Rogers / Owner John Rooney / Sales Manager 865 Muirfield Drive Hanover Park, IL 60133 Phone: 800-323-1305 Fax: 800-235-1305

The revised contract award is now available at [www.ogs.state.ny.us](http://www.ogs.state.ny.us).

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 24, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** Cardiac Science Corporation  
**CONTRACT NO.:** PC63996

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for **Cardiac Science Corporation** dated **June 18, 2009** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

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Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 24, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P.Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHILIPS MEDICAL SYSTEMS  
**CONTRACT NO.:** PC64282

**SUBJECT: WORLDWIDE VOLUNTARY RECALL**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The contractor for PC64282 PHILIPS MEDICAL SYSTEMS, has issued the following information regarding a voluntary recalls for HeartStart MRx M3535A/M3536A Defibrillator Monitor and HeartStart XL M4735A Defibrillator/Monitor.

**Cardiac Care Advanced Life Support - [FSN86100077](#) 2009 MAR**

### **URGENT - Medical Device Recall HeartStart MRx M3535A/M3536A Defibrillator/Monitor**

#### **Potential Switch Failure May Cause Spontaneous Turn-On or Failure to Turn On**

Dear Customer,

A problem has been detected in the Philips HeartStart MRx model M3535A/M3536A Defibrillator/Monitor that, if it were to occur, could pose a risk for patients. This Field Safety Notice is intended to inform you about:

- what the problem is and under what circumstances it can occur
- the actions that should be taken by the customer / user in order to prevent risks for patients

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(continued)

- the actions planned by Philips to correct the problem.

<b>This document contains important information for the continued safe and proper use of your equipment</b>
Please review the following information with all members of your staff who need to be aware of the contents of this communication. It is important to understand the implications of this communication.
Please retain a copy with the equipment Instruction for Use.

The therapy switch in affected devices has a small potential to fail. The most likely failure mode is a spontaneous turn-on which could deplete the battery, rendering the device unusable until power is restored. There is also the possibility of a failure mode in which the device fails to respond to user initiated turn-on, rendering it unusable for monitoring and therapy.

To date, there has been one report of a suspected failure worldwide. This failure could not be confirmed and no patient impact was reported. Philips is taking this corrective action to proactively limit the possibility of this failure occurring in the future.

Please see the attached Field Safety Notice that provides information on how to identify affected devices and instructions on actions to be taken. Please follow the “ACTION TO BE TAKEN BY CUSTOMER / USER” section of the notice.

The source of the problem with the therapy switch has been identified and eliminated in new production. Philips will replace the switches on affected units free of charge. Our investigation has determined that failures are more likely to occur in devices that have been exposed to high heat and humidity, which contributes to accelerated internal degradation of switch components over time.

Should you have any questions or concerns about this Device Correction, please contact your local Philips representative at 1-800-722-9377.

This notice has been reported to the appropriate Regulatory Agencies.

Philips apologizes for any inconveniences caused by this problem. Ensuring that you have the highest quality defibrillators is our top priority. Your satisfaction with Philips products as well as with our response to this problem is very important to us.

Sincerely,  
Paul Lightfoot  
General Manager, Advanced Life Support  
Cardiac Resuscitation  
Attachments

(continued)

**FIELD SAFETY NOTICE**

<b>AFFECTED PRODUCTS Product:</b> Philips HeartStart MRx, Model M3535A/M3536A Defibrillator/Monitors.
<b>Units Affected:</b> Units manufactured by Philips from March 2006 to March 2009, and shipped worldwide with a serial number within the range of US00210406 and US00333123. The following additional units are also affected because their therapy switches were replaced within the relevant time period:
US00100313 US00102303 US00208545
US00100482 US00203090 US00208780
US00101138 US00203793 US00208856
US00101180 US00206364 US00209017
US00101331 US00207141 US00210351
<b>Manufactured and Distributed by:</b> Philips Healthcare, 3000 Minuteman Road, Andover, MA, 01810.
<b>PROBLEM</b>
<b>DESCRIPTION</b>
The therapy switch may fail, causing the device to either spontaneously turn on or to fail to respond to user initiated turn-on. As a result, the device may be rendered unusable for monitoring and therapy.
<b>HAZARD INVOLVED</b> The device may become unusable, impacting the ability to assess patient condition and deliver therapy.
<b>HOW TO IDENTIFY</b>
<b>AFFECTED PRODUCTS</b>
Customers with a serial number listed above are affected by the issue. To identify an affected unit, locate the serial number on the back of the MRx, in battery bay B.
<b>ACTION TO BE TAKEN</b>
<b>BY CUSTOMER / USER</b>
During the interim period, as you await the upgrade for your device, you may continue to use the HeartStart MRx. However, to reduce the risk that a spontaneous turn-on could deplete the battery, it is advised that you keep:
<ul style="list-style-type: none"> <li>• a charged spare battery with the HeartStart MRx</li> <li>• AC power applied, if possible, when the device is not in use</li> </ul>
You should also consider identifying a readily available backup defibrillator to use in the unlikely event that the device fails to turn on.
Devices that exhibit a spontaneous turn-on or failure to respond to user initiated turn on should be removed from service as soon as possible
A Philips Healthcare representative will contact you in the near future regarding repair of your device.
<b>ACTIONS PLANNED BY</b>
<b>PHILIPS</b>
Philips is voluntarily initiating a correction to affected devices. Philips considers this correction to be required for all affected units and will perform the upgrade free of charge. A Philips Healthcare representative will contact customers with devices listed in the Units Affected section above to arrange for replacement of the therapy switch.
<b>FURTHER</b>
<b>INFORMATION AND</b>
<b>SUPPORT</b>
If you need any further information or support concerning this issue, please contact your local Philips representative at 1-800-722-9377.

(continued)

**Cardiac Care Advanced Life Support - FSN86100076 2009 MAR**

**URGENT - Medical Device Recall  
HeartStart XL M4735A Defibrillator/Monitor**

**Device Does Not Turn On Due to Switch Failure**

Dear Customer,

A problem has been detected in the Philips HeartStart XL model M4735A Defibrillator/Monitor that, if it were to occur, could pose a risk for patients. This Field Safety Notice is intended to inform you about:

- what the problem is and under what circumstances it can occur
- the actions that should be taken by the customer/user in order to prevent risks for patients
- the actions planned by Philips to correct the problem.

<b>This document contains important information for the continued safe and proper use of your equipment</b>
Please review the following information with all members of your staff who need to be aware of the contents of this communication. It is important to understand the implications of this communication.
Please retain a copy with the equipment Instruction for Use.

The rotary energy select switch in affected devices may fail and prevent the user from turning the device on, rendering the device unusable for monitoring and defibrillation therapy. In addition, in some rare cases, the failure can be exhibited by the device spontaneously powering on.

There have been approximately 200 reports of this issue to date, representing less than 1% (.008) of affected devices installed worldwide. All of these occurrences have been reported from Asia Pacific or Latin America. There have been no reported occurrences in North America or Europe. Our investigation has determined that failures are more likely to occur in devices that have been exposed to high heat and humidity, which contributes to accelerated internal degradation of switch components over time. Devices used within environmentally controlled areas (i.e. normal room temperature and humidity) are less susceptible to premature failure. There have been no reports of a device failing to deliver therapy when used on a patient.

Please see the attached Field Safety Notice that provides information on how to identify affected devices and instructions on actions to be taken. Please follow the "ACTION TO BE TAKEN BY CUSTOMER / USER" section of the notice.

The source of the problem with the energy select switch has been identified and eliminated in new production. To reduce the possibility of this issue occurring, Philips will replace the energy select switches on affected units free of charge.

Should you have any questions or concerns about this Device Correction, please contact your

(continued)

local Philips representative at 1-800-722-9377.

This notice has been reported to the appropriate Regulatory Agencies.

Philips apologizes for any inconveniences caused by this problem. Ensuring that you have the highest quality defibrillators is our top priority. Your satisfaction with Philips products as well as with our response to this problem is very important to us.

Sincerely,

Paul Lightfoot  
General Manager, Advanced Life Support  
Cardiac Resuscitation  
Attachments

<b>AFFECTED PRODUCTS Product:</b> Philips HeartStart XL, Model M4735A Defibrillator/Monitors.
<b>Units Affected:</b> Units manufactured by Philips from March 2006 to December 2008, and shipped worldwide with a serial number within the range of US00442485 and US00469873. <b>The following additional units are also affected because their energy select switches were replaced within the relevant time period:</b>
US00100353 US00110688 US00121145 US00338153
US00100741 US00110914 US00121658 US00439208
US00100843 US00111399 US00123159 US00439504
US00101080 US00112143 US00124026 US00439652
US00101500 US00112685 US00125012 US00439661
US00102492 US00114680 US00125049 US00439688
US00102580 US00114900 US00125344 US00439930
US00102583 US00116677 US00126424 US00441252
US00102601 US00116965 US00127322 US00441758
US00102643 US00117003 US00127620 US00441855
US00103225 US00118060 US00213344 US00441862
US00103916 US00118260 US00213559
US00104178 US00118602 US00230434
US00105134 US00118915 US00230588
US00106329 US00118985 US00231849
US00106922 US00119444 US00232228
US00108281 US00119624 US00232394
US00108296 US00120241 US00233505
US00109777 US00120466 US00234442
US00110403 US00120589 US00234615
<b>Manufactured and Distributed by:</b> Philips Healthcare, 3000 Minuteman Road, Andover, MA, 01810.
<b>PROBLEM</b>
<b>DESCRIPTION</b>
The rotary energy select switch may fail and prevent the user from turning affected devices on, rendering the devices unusable for monitoring and defibrillation therapy.
In addition, in some rare cases, the failure can be exhibited by the device spontaneously powering on when in the off position.
<b>HAZARD INVOLVED</b> The defibrillator may fail and prevent the user from turning the device on, rendering the device unusable for monitoring and defibrillation therapy.

(continued)

<b>HOW TO IDENTIFY</b>
<b>AFFECTED PRODUCTS</b>
Customers with a Serial Number identified above are affected by the issue. To identify an affected unit, locate the serial number on the bottom of the HeartStart XL.
<i>Affected Products Table (cont'd)</i>
<b>ACTION TO BE TAKEN</b>
<b>BY CUSTOMER / USER</b> • During the interim period as you await the repair of your device, if possible, remove the affected device from service. If it is not possible to remove the device from service, identify a readily available backup device to use in the event the defibrillator becomes unusable.
• A Philips Healthcare representative will contact you in the near future regarding repair of your device.
<b>ACTIONS PLANNED BY</b>
<b>PHILIPS</b>
Philips is voluntarily initiating a correction to affected devices. Philips considers this correction to be required for all affected units and will perform the upgrade free of charge. A Philips Healthcare representative will contact customers with devices on the Units Affected List to arrange for replacement of the Energy Select Switch.
<b>FURTHER INFORMATION AND</b>
<b>SUPPORT</b>
If you need any further information or support concerning this issue, please contact your local Philips representative at 1-800-722-9377.

We will to keep you informed of any further developments.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** June 1, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHILIPS MEDICAL SYSTEMS  
**CONTRACT NO.:** PC64282

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for **Philips Medical Systems** dated **May 18, 2009** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** May 26, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P.Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHYSIO-CONTROL, INC.  
**CONTRACT NO.:** PC63997

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Physio-Control, Inc. dated **May 20, 2009** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** March 24, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories and Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR(S)/** Cardiac Science Corporation / PC63996

**CONTRACT NO(S):** Zoll Medical Corporation / PC63999  
Nationwide Instruction for Cardiovascular Education (d/b/a N.I.C.E.) / PC64092

**SUBJECT:** REVISED AWARD / ADDITION OF AUTHORIZED DISTRIBUTORS / PRICE LIST UPDATE

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

The Contract Award Notification (CAN) which has been revised to reflect the following:

- Cardiac Science Corporation, PC63996, has added School Health Corporation as an authorized distributor able to take orders and accept payments.
- Zoll Medical Corporation, PC63999, has added Dival Safety Equipment Inc. and ZEE Medical Inc. as authorized distributors. Both companies are able to take orders and payments.

The contact information for each distributor is shown in the table below:

<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Cardiac Science Corporation, PC63996	School Health Corporation <b>Federal ID 36-2425385</b>	Susan Rogers / Owner John Rooney / Sales Manager 865 Muirfield Drive Hanover Park, IL 60133 Phone: 800-323-1305 Fax: 800-235-1305
Zoll Medical Corporation, PC63999	Dival Safety Equipment, Inc. <b>Federal ID 16-1104585</b>	Tim Devin, Corporate Sales Manager 1721 Niagara Street Buffalo, NY 14207 Phone: 716-874-9060 Fax: 716-874-4686

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<b>Contractor/PC#</b>	<b>Authorized Distributor/FED ID #</b>	<b>Distributor Contact Information</b>
Zoll Medical Corporation, PC63999	ZEE Medical Inc. <b>Federal ID 95-2703273</b>	Alan Kittenplan 931 C. Conklin Street Farmingdale, NY 11735 Phone: 516-249-4678

In addition, effective immediately Zoll Medical Corporation has submitted and OGS has accepted a **Price List Update** to include Welch Allyn products. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

The following updates have been made to the contract with Nationwide Instruction for Cardiovascular Education (d/b/a/ N.I.C.E.), PC64092:

- The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has designated **contract# PC64092 Nationwide Instruction for Cardiovascular Education (d/b/a N.I.C.E.)** as a WBE "Women-Owned Business Enterprise". The contractor has satisfied all eligibility requirements for certification, pursuant to Executive Law, Article 15-A.
- In addition, effective immediately Nationwide Instruction for Cardiovascular Education (d/b/a N.I.C.E.) has submitted and OGS has accepted a **Price List Update**. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

The revised contract award is now available at [www.ogs.state.ny.us](http://www.ogs.state.ny.us)

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** January 20, 2009

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P.Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHYSIO-CONTROL, INC.  
**CONTRACT NO.:** PC63997

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Physio-Control, Inc. dated **December 1, 2008** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

New York State Office Of General Services  
Procurement Services Group  
Corning Tower Building  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## PURCHASING MEMORANDUM

### CONTRACT AWARD NOTIFICATION UPDATE

**AWARD NUMBER:** [21270](#)

**DATE:** December 29, 2008

**GROUP:** 12605-Automated External Defibrillators (AED's)  
Accessories And Related Products (Statewide)

**PLEASE ADDRESS INQUIRIES TO:**

**STATE AGENCIES & CONTRACTORS**

Mary P. Schneider  
Purchasing Officer I  
(518) 474-0912  
[mary.schneider@ogs.state.ny.us](mailto:mary.schneider@ogs.state.ny.us)

**CONTRACT PERIOD:** December 1, 2008 to  
November 30, 2012

**OTHER AUTHORIZED USERS**

Customer Services  
(518) 474-6717  
[customer.services@ogs.state.ny.us](mailto:customer.services@ogs.state.ny.us)

**CONTRACTOR/** PHILIPS MEDICAL SYSTEMS  
**CONTRACT NO.:** PC64282

**SUBJECT: PRICE LIST UPDATE**

**ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:**

We have accepted an updated Price List for Philips Medical Systems dated **December 23, 2008** which is effective immediately. Please refer to the pricing information button on the Contract Award Notification (CAN) for the updated price list.

All other terms and conditions remain the same.

Please contact the Purchasing Officer above if you should have any questions.

State of New York Executive Department  
Office Of General Services  
Procurement Services Group  
Corning Tower Building - 38th Floor  
Empire State Plaza  
Albany, New York 12242  
<http://www.ogs.state.ny.us>

## CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 12605 - AUTOMATED EXTERNAL DEFIBRILLATORS (AED's) ACCESSORIES AND RELATED PRODUCTS (Statewide)</b> <b>Classification Code: 42</b>
<b>Award Number</b>	<b>:</b>	<b><u>21270</u></b> (Replaces Award 02612)
<b>Contract Period</b>	<b>:</b>	<b>December 1, 2008 – November 30, 2012</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>January 24, 2008</b>
<b>Date of Issue</b>	<b>:</b>	<b>November 20, 2008</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

This contract award covers various product lines of Defibrillators including Automatic External Defibrillators (AED's) for use as emergency management in NYS facilities and political subdivisions.

PR #21270

(continued)

**NOTE: See individual contract items to determine actual awardees.**

<b><u>CONTRACT #</u></b>	<b><u>CONTRACTOR &amp; ADDRESS</u></b>	<b><u>TELEPHONE #</u></b>	<b><u>FED.IDENT.#</u></b>
PC64094 WBE/SB	CARDIAC LIFE PRODUCTS, INC. P.O. Box 25755 Rochester, NY 14625	866/710-1970 585/787-9302 Mary Wynne Fax No.: 585/267-5218 Cell: 585/738-1928 Website: www.nysaed.com	161666713
PC63996	CARDIAC SCIENCE CORPORATION 3303 Monte Villa Parkway Bothell, WA 98021-8969	800/426-0337 425/402-2000 Michael Matysic Fax No.: 425/402-2001 Website: www.cardiacscience.com	943300396
PC64092 SB	NATIONWIDE INSTRUCTION FOR CARDIOVASCULAR EDUCATION d/b/a NICE, INC. 1 Gate Court Dix Hills, NY 11746	631/643-9896 Dr. Christopher and Marilyn Byron Fax No.: 631/643-2780 E-mail: nicecpr@aol.com Website: www.niceheart.com	113530300
PC63997	PHYSIO-CONTROL, INC. 11811 Willows Road NE Redmond, WA 98052-2003	800/442-1142 425/867-4000 Cameron Pollock Fax No.: 800/732-0956 425/867-4970 E-mail: bidsinbox@medtronic.com Website: www.physio-control.com	910697691
PC63999	ZOLL MEDICAL CORPORATION 269 Mill Road Chelmsford, MA 01824	800/348-9011 978/421-9655 John Bergeron Fax No.: 978/421-0005 Website: www.zoll.com	042711626

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

(continued)

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**APPENDIX A**

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

**APPENDIX B**

Appendix B, Office of General Services General Specifications, dated July 2006, incorporated by reference herein, is hereby expressly made a part of this Agreement as fully as if set forth at length herein and shall govern any situations not covered by this Agreement or Appendix A.

**APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims or actions brought by Contractor against the State for monetary damages shall be brought in the New York State Court of Claims. See "Governing Law" in Appendix A, Standard Clauses for New York State Contracts.

**PRICE:**

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS  
(AED) ACCESSORIES AND RELATED PRODUCTS**

<b><u>Product Categories</u></b>	<b><u>Percent Discount Range</u></b>
1. Automated External Defibrillators (AED)	36%
2. Monitors/Defibrillators	N/A
3. AED Training Units	2%
4. Mounting Cabinetry & Appropriate Brackets	19%
5. Training Packages (Standard Line Item Training Packages)	N/A
6. Program Management	N/A
7. Options (Associated Accessories, Optional Equipment Disposables)	18%

**NO ADDITIONAL DISCOUNTS OFFERED**

Name of Price List: Heartsine Technologies – Samaritan 300P, Cardiac Life Products

Date of Price List: January 24, 2008 (Revised August 11, 2008)

Manufacture: Heartsine Technologies

Address of Plant: 105 Terry Dr., Suite 116  
New Town, A 18940

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 14 days ARO

Normal Business Hours: Monday - Friday 9:00 a.m. – 5:00 p.m. EST

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name: Mary Wynne

Toll Free Telephone Number: 866/405-6212

Telephone Number: 585/787-9302

Cellphone Number: 585/738-1928

Fax Number: 585/267-5218

E-mail Address: cardiaclife@frontiernet.net

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

**CONTRACTOR: CARDIAC LIFE PRODUCTS**

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS  
(AED) ACCESSORIES AND RELATED PRODUCTS**

<u>Product Categories</u>	<u>Percent Discount Range</u>
1. Automated External Defibrillators (AED)	26-36%
2. Monitors/Defibrillators	N/A
3. AED Training Units	1-57.30%
4. Mounting Cabinetry & Appropriate Brackets	16-60.13%
5. Training Packages (Standard Line Item Training Packages)	0-5.83%
6. Program Management	2-2.26%
7. Options (Associated Accessories, Optional Equipment Disposables)	2-70.54%
ADDITIONAL EDUCATIONAL DISCOUNTS	NONE
VOLUME DISCOUNTS AS FOLLOWS:	
10-25 Units	3%
26-49 Units	6%
50+ Units	10%

Name of Price List: Cardiac Science Net Price List  
Date of Price List: October 7, 2008  
Manufacture: Cardiac Science Corporation  
Address of Plant: Cardiac Science Corporation  
500 Burdick Parkway  
Deerfield, WI 53531  
Products Offered: See Pricing Button on Contract Award Notification (CAN)  
Guaranteed Delivery: 14 days ARO  
Normal Business Hours: Monday - Friday 24 hours per day pm EST 365 days per year  
Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:  
Name: Marc Savino  
Toll Free Telephone Number: 800/426-0337  
Fax Number: 425/402-2022  
E-mail Address: msavino@cardiacscience.com OR techsupport@cardiacscience.com

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

**CONTRACTOR: CARDIAC SCIENCE CORPORATION**

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS  
(AED) ACCESSORIES AND RELATED PRODUCTS**

<b><u>Product Categories</u></b>	<b><u>Percent Discount Range</u></b>
1. Automated External Defibrillators (AED)	50%
2. Monitors/Defibrillators	50%
3. AED Training Units	38%
4. Mounting Cabinetry & Appropriate Brackets	20-25%
5. Training Packages (Standard Line Item Training Packages)	15%
6. Program Management	15%
7. Options (Associated Accessories, Optional Equipment Disposables)	10-50%

NO ADDITIONAL DISCOUNTS OFFERED

Name of Price List: State of New York IFB 21270 Price List

Date of Price List: January 18, 2008

Manufacture: Defibtech, LLC

Address of Plant: 741 Boston Post Rd.  
Guilford, CT 06437

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30 days ARO

Normal Business Hours: 24/7

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name: Dr. Christopher and Marilyn Byron

Telephone Number: 631/643-9896

Cellphone Number: 516/369-4958

E-mail Address: nicecpr@aol.com

Contractor will not accept the New York State Procurement Card.

**CONTRACTOR: NATIONWIDE INSTRUCTION FOR CARDIOVASCULAR EDUCATION (NICE)**

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS  
(AED) ACCESSORIES AND RELATED PRODUCTS**

<b><u>Product Categories</u></b>	<b><u>Percent Discount Range</u></b>
1. Automated External Defibrillators (AED)	29.23-35.09%
2. Monitors/Defibrillators	10.00-26.39%
3. AED Training Units	15%
4. Mounting Cabinetry & Appropriate Brackets	15%
5. Training Packages (Standard Line Item Training Packages)	N/A
6. Program Management	N/A
7. Options (Associated Accessories, Optional Equipment Disposables)	5-15%

ADDITIONAL DISCOUNTS % Offered: For orders over \$100,000 on the LIFEPAK 12 defibrillator/monitor device, the discount off List will be 25%. Accessories for this device remain at 15%.

Name of Price List: State of New York IFB 21270 Price List

Date of Price List: January 22, 2008

Manufacture: Physio-Control, Inc.

Address of Plant: 11811 Willows Road NE  
Redmond, WA 98052-2003

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 30 days ARO (subject to availability)

Normal Business Hours: Monday - Friday 7:00 am - 5:30 pm EST

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name: Mark Anauo

Toll Free Telephone Number: 800/442-1142

Pager Number: 518/341-5087

E-mail Address: bidsinbox@medtronic.com

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

**CONTRACTOR: PHYSIO-CONTROL, INC.**

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS  
(AED) ACCESSORIES AND RELATED PRODUCTS**

<b><u>Product Categories</u></b>	<b><u>Percent Discount Range</u></b>
1. Automated External Defibrillators (AED)	28-31%
2. Monitors/Defibrillators	12-28%
3. AED Training Units	20%
4. Mounting Cabinetry & Appropriate Brackets	20%
5. Training Packages (Standard Line Item Training Packages)	N/A
6. Program Management	N/A
7. Options (Associated Accessories, Optional Equipment Disposables)	12-20%

NO ADDITIONAL DISCOUNTS OFFERED

Name of Price List: State of New York Bid 012408 Price List

Date of Price List: August 8, 2008

Manufacture: Zoll Medical Corporation

Address of Plant: 269 Mill Road  
Chelmsford, MA 01824

Products Offered: See Pricing Button on Contract Award Notification (CAN)

Guaranteed Delivery: 18-90 days ARO

Normal Business Hours: Monday - Friday 8:30 am - 6:00 pm EST

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name: Zoll Medical Corporation - Technical Support

\*Toll Free Telephone Number: 800/348-9011

Pager Number: 978/421-0005

E-mail Address:

\*Emergency telephone assistance available 24 hours a day 7 days a week.

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

**CONTRACTOR: ZOLL MEDICAL CORPORATION**

(continued)

**REQUEST FOR CHANGE:**

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services Group, prior to effectuation.

**CONTRACT PAYMENTS:**

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

**ELECTRONIC PAYMENTS:**

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at [www.osc.state.ny.us](http://www.osc.state.ny.us) or contact them by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by phone at 518-474-4032.

**NOTE TO CONTRACTOR:**

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the agency or agencies.

**PREFERRED SOURCE PRODUCTS AND SERVICES:**

Some products/services in this contract may be available from one or more preferred source suppliers such as Correctional Industries (Corcraft), Industries for the Blind of NYS, and NYS Industries for the Disabled. Agencies are reminded to comply with the statutory requirements under Section 162 of the State Finance Law and the guidelines issued by the State Procurement Council to afford first priority to products and services available from preferred sources which meet your form, function and utility.

Contractors are required to include this notice in all price lists and contract updates.

**OVERLAPPING CONTRACT ITEMS:**

Products/services available in this contract may also be available from other New York State contracts. Agencies should select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

**PSG's DISPUTE RESOLUTION POLICY:**

It is the policy of the Office of General Services' Procurement Services Group (PSG) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to PSG bid solicitations or contract awards. PSG encourages vendors to seek resolution of disputes through consultation with PSG staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of PSG's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)).

**PROCUREMENT LOBBYING TERMINATION:**

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

(continued)

**SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

**MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information:  
<http://www.dec.state.ny.us/website/dshm/redrecy/c145home.html>.

**SCOPE:**

It is the intent of the State of New York, Office of General Services to establish a term contract to provide NY State agencies, political subdivisions and other authorized agencies with procurement options to meet their requirements for Automatic External Defibrillators (AED's), accessories and related products based on terms and conditions stated herein.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:**

New York State political subdivisions and others authorized by New York State law may participate in contracts. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the "Price" clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

**EXTENSION OF USE:**

This contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

(continued)

**MINIMUM ORDER:**

Minimum order is \$250.00.

Contractor may elect to honor orders for less than the minimum order. For such orders, at the contractor's option, shipping costs from the contractor's address (as stated in bid) may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the agency.

**CANCELLATION FOR CONVENIENCE:**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

**CONTRACT UPDATES - ADDITION AND DELETION PRODUCTS**

Product changes to Contract are addressed in the following manner. In order to expedite processing of a change request that involves more than one specified category below, each request should be submitted separately to OGS.

a) **AUTO ADDS / DELETIONS** – “Auto Adds/Deletions” are Contract changes and updates made in accordance with the previously approved Contract pricing formula; e.g., a “discount from list” or pricing based on an approved GSA-based price Schedule. “Auto Adds/Deletions” include: i) adding new products within the established, previously approved pricing structure, ii) lowering pricing for Products previously incorporated under the Contract, and iii) deleting Products previously incorporated under the Contract. Contractor shall forward the updated Contract price list to OGS for prior approval before changes (additions or deletions) are made to the Contract. Contractor may not supply new product offerings until after receipt of OGS approval. While price decreases (ii) may take effect at any time, Contractor shall provide to OGS new updated price lists. For category (iii) Auto Deletions, Contractor must supply documentation supporting the unavailability of the product to the US market. Contractor should note, however, that all “Auto Adds” or Deletions approved by OGS are subject to a post audit by the Office of the State Comptroller.

b) **REGULAR ADD** - “Regular Adds” are requests for i) price increases for Products incorporated under the Contract for other than previously approved pricing structure, and ii) addition of new products to the Contract which do not fall under the previously established price structure or discounts for Product types previously approved under the Contract. Regular Adds include but are not limited to newly added manufacturer's product lines, re-bundled Products or Services, etc. Regular Adds must be submitted to OGS for prior approval, and must be accompanied by a justification of reasonableness of price. Regular Adds are subject to pre-audit by the Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new product offerings until after receipt of OGS approval of the “Regular Add.” When Contract pricing is based on GSA prices, the revised prices or prices of new Products must reflect current GSA prices adjusted as necessary for any additional discounts.

c) **SPECIAL ADD** – Contract changes and updates that do not fall within either of the above categories will be processed as “Special Adds”. Special Adds are changes that are not specifically covered by the terms of the Contract but inclusion is found to be in the best interest of the State. Contractor must provide a justification of reasonableness of the prices offered and a statement explaining why it is in the best interest of the State to approve the new Products. Special Adds are subject to pre-audit by the Office of the State Comptroller. If approved, OGS staff will notify Contractor in writing. Contractor may not supply new offerings until after receipt of OGS approval of the “Special Add.”

(continued)

**DELIVERY:**

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Procurement Services Group.

**CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for a term of four (4) years as stated herein. If mutually agreed between the Procurement Services Group and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

**SHORT TERM EXTENSION:**

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

**WARRANTIES:**

See "Warranties" in Appendix B, OGS General Specifications.

**EPA ENERGY STAR PROGRAM:**

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

**INSTRUCTION MANUALS:**

Simultaneous with delivery, the contractor(s) shall furnish to the authorized user a complete instruction manual for the product and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the product, together with layout and interconnection diagrams, schematic and wiring diagrams, preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information, if applicable.

**REPORT OF CONTRACT PURCHASES:**

Contractor shall furnish a report containing both state agency and authorized non-state agency contract purchases by the fifteenth of the month following the end of each six month period. In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>.

A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

(continued)

REPORT OF CONTRACT PURCHASES (Cont'd.):

<u>Item/ SubItem Number</u>	<u>Product or Catalog Number</u>	<u>Product/ Service Description</u>	<u>Total Quantity Shipped to State Agencies</u>	<u>Total Quantity Shipped to</u>		<u>Total \$ Value</u>
				<u>Authorized Non-State Agencies</u>		
						\$
				Grand Total		\$

The report is to be submitted electronically in Microsoft Excel 2003 or lower format to the Office of General Services, Procurement Services Group, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Group Number, the Award Number, Contract Number, sales period, and contractor's (or other authorized agent) name.

The outlined sales report is the minimum information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required and must be supplied upon request.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:**

Purchases of the products included in the Invitation For Bids and related Contract Award Notification are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase products from sources other than the contractor provided that such products are substantially similar in form, function or utility to the products herein and are:

1. lower in price  
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office and competitive bidding of requirements exceeding the discretionary bid limit. State agencies should refer to Procurement Council Bulletin "OGS or Less Purchases" for complete procedural and reporting requirements.

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

(continued)

**DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW): (Cont'd)**

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

**PERIODIC RECRUITMENT:**

The State reserves the right to consider additional vendors for award on manufacturer's lines or categories that are not covered on the awards resulting from this bid opening; starting approximately one year from the contract award beginning date and at yearly intervals during the course of the contract or at any time determined by the State to be in its best interest. Single/or Sole Source vendors shall be required to submit this original bid document which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new bid solicitation. Bids shall be evaluated under the same terms and conditions; with an additional requirement that the vendor provide information that is required under alternate bid section of this document and evidence that they are the sole/single source for this equipment offered. Once awarded a contract, a vendor may not resubmit a bid on an awarded line for future consideration until the new Invitation for Bids is issued.

For addition of Non-Single/non-Sole Source suppliers (brands for which competition exists) upon receipt of suitable "proof of need" and the requirements stated herein during the interim of the contract period if it is found that new product lines or categories are required by our NYS contract end users, the State reserves the right to bid for those products and add the newly awarded product to this contract.

(continued)

**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

\* \* \* \* \*

(continued)

**SUPPLEMENTAL CONTRACT AWARD NOTIFICATION**

**PAGE 16**

<b>Title</b>	:	<b>Group 12605 - AUTOMATED EXTERNAL DEFIBRILLATORS (AED's) ACCESSORIES AND RELATED PRODUCTS (Statewide)</b> Classification Code: 42
<b>Award Number</b>	:	<b><u>21270</u></b> (Replaces Award 02612)
<b>Contract Period</b>	:	<b>December 1, 2008 - November 30, 2012</b>
<b>Bid Opening Date</b>	:	<b>January 24, 2008</b>
<b>Date of Issue</b>	:	<b>December 9, 2008</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Invitation for Bids</b>
<b>Contractor Information</b>	:	<b>Appears on Page 17 of this Award</b>

**Address Inquiries To:**

<b>State Agencies &amp; Vendors</b>	<b>Political Subdivisions &amp; Others</b>
Name : Mary P. Schneider Title : Purchasing Officer I Phone : 518-474-0912 Fax : 518-474-5052 E-mail : mary.schneider@ogs.state.ny.us	Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.  
Complete and return "Contract Performance Report" at end of document.**

**Description**

This contract award covers various product lines of Defibrillators including Automatic External Defibrillators (AED's) for use as emergency management in NYS facilities and political subdivisions.

PR #21270

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PC64282	PHILIPS MEDICAL SYSTEMS 2301 Fifth Avenue, Suite 200 Seattle, WA 98121	800/685-0881 Amy M. Rosenleaf Contracts Administrator Fax No.: 206/664-5001 E-mail: heartstart.bids@philips.com Website: www.medical.philips.com	133429115

Cash Discount, If Shown, Should be Given Special Attention.  
**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

(continued)

**NOTE TO AUTHORIZED USERS: (Cont'd)**

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**HEARTSTART ESSENTIALS SERVICES AGREEMENTS:**

Please refer to the OGS website at [www.ogs.state.ny.us](http://www.ogs.state.ny.us) to review HeartStart Essentials Services Agreements. These agreements are stated herein have become part of this Contract Supplemental Award. These changes are the result of negotiations between Philips Medical Systems and the Office of General Services. These revisions are unique to Supplemental Award 21270 and should be utilized appropriately for this specific contract.

**NOTE TO ALL CONTRACT USERS:**

The terms and conditions of Award 21270, issued November 20, 2008 shall apply to this Supplemental Award. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

**PRICE:**

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State as designated by the ordering agency including tailgate delivery.

In addition, upon mutual agreement, delivery locations may be expanded per the "Extension of Use" clause.

(continued)

**LOT I – AUTOMATED EXTERNAL DEFIBRILLATORS**  
**(AED) ACCESSORIES AND RELATED PRODUCTS**

<u>Product Categories</u>	<u>Percent Discount Range</u>
1. Automated External Defibrillators (AED)	35%
2. Monitors/Defibrillators	30%
3. AED Training Units	35%
4. Mounting Cabinetry & Appropriate Brackets	30% Monitor/Defibrillators 35% AEDs
5. Training Packages (Standard Line Item Training Packages)	25%
6. Program Management	25%
7. Options (Associated Accessories, Optional Equipment Disposables)	23 Monitor/Defibrillators 35% AEDs

NO ADDITIONAL DISCOUNTS OFFERED

Name of Price List: IFB#21270-LOT 1- Defibrillator Equipment and Services Price List

Date of Price List: January 24, 2008

Manufacturer: Philips Medical Systems

Address of Plant: AED's: 2301 Fifth Avenue, Suite 200, Seattle, WA 98121

Defibrillator/Monitors: 22100 Bothell Everett Highway  
Bothell, WA 98021

Products Offered: See Pricing on Contract Award Notification (CAN)

Guaranteed Delivery: 30 Calendar Days A/R/O

Normal Business Hours: Monday-Friday 7:30-4:30 pm-PST (pacific standard time)

Person to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Name: For AED/AED Services: (Customer Services Seattle)

For all other Products: (Atlanta Response Center)

Toll Free Telephone Number: (800) 263-3342 (For AED Products/AED Services)  
(800) 722-9377 (For all Other Products)

Electronic Access Ordering (EDI) is available. Contact Contractor for details.

Contractor will accept the New York State Procurement Card for orders not to exceed \$15,000.00.

(continued)

**State of New York  
 Office of General Services  
 PROCUREMENT SERVICES GROUP  
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37th Floor  
 Corning 2<sup>nd</sup> Tower - Empire State Plaza  
 Albany, New York 12242

\* \* \* \* \*

(continued)

# HeartStart Essentials Services Agreement

## for the Medical Oversight Plus Program

### New York Office of General Services Authorized Users

AGREEMENT NUMBER: \_\_\_\_\_

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation (“Philips”) and the following Authorized User:

AUTHORIZED USER (provide full legal name of Authorized User) \_\_\_\_\_

AUTHORIZED USER CONTACT INFORMATION	
Name	
Mailing address	
Street address (if different)	
Phone	
Fax	
Email	

Philips and Authorized User (the “Parties”) agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the “Agreement”), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the “Program(s)”) that Authorized User has purchased hereunder as indicated in the following table:

HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED		
Program	Term- Any Program purchased under this contract will not extend beyond termination date of New York OGS Contract #xxxxx and any attachments or appendix's thereto (“Centralized Contract”)	Quantity
Medical Oversight Plus	<input type="checkbox"/> 1-year <input type="checkbox"/> 3-year	
	<b>Select Billing Option</b> <input type="checkbox"/> One-Time <input type="checkbox"/> Annual (Start of Program Year)	

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

*Philips Medical Systems, 2301 5<sup>th</sup> Avenue, Suite 200, Seattle, WA 98121*  
*Attention: Katharine Harvey*  
*Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com*

AUTHORIZED USER			
Signature:	Printed Name:	Title:	Date:
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION			
Signature:	Printed Name:	Title:	Date:



# Philips Medical Systems North America

## GENERAL TERMS AND CONDITIONS

- FOR -

### HeartStart Essentials Services Agreement

Philips and Authorized User hereby agree as follows:

#### 1. SERVICES

- (a) *Scope.* Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator (“AED”) unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services (“Services”) comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached “Program and Service Description Exhibit” (“Service Exhibit”).
- (b) *General.* Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the “Equipment”) described in the Service Exhibit. Philips will provide such Services only during the term of the Program (“Program Term”) indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the “Effective Date”) to which such Service relate and ends on the first, third or fifth anniversary thereof, as applicable.
- (c) *Geographic scope.* Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. It and to the extent (a) Philips AEDs are commercially available for purchase in other countries and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.
- (d) *HSE Representative.* Authorized User’s main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a “HSE Representative”) designated by Philips and identified to Authorized User.

#### 2. AUTHORIZED USER OBLIGATIONS

##### (a) Site Access and Safety.

*Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract,* Authorized User will:

- i) ensure that any Authorized User site (“Site”) where an HSE representative or provider of Services hereunder (“Service Provider”) shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and
- ii) provide the Service Provider sufficient access to the Site’s premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

Authorized User’s failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User’s waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms.

- (b) *Web-based Services.* If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third



parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User -- or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User's negligent or knowing disclosure of such password) -- is accurate and authorized by Authorized User.

- (c) *Authorized User Responsibility for Implementation.* Authorized User acknowledges that it is the Authorized User's responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

### 3. PAYMENT

- (a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.
- (b) Payment terms are subject to Philips' approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law.

### 4. CONFIDENTIALITY

- (a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officers Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officer's Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officer's Law §87(2)(d).

### 5. TERM; TERMINATION

- (a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract.
- (b) Unless earlier terminated, this Agreement shall remain in effect until the last to expire of the Program Terms indicated on the cover sheet hereto ("*Agreement Term*").
- (c) Authorized User's failure to pay any amount due under the Agreement within 30 days of when payment is due constitutes a default of this Agreement. In such an event, Philips may, at its option, (i) deduct the unpaid amount from any amounts otherwise owed to Authorized User by Philips under any agreement with Authorized User, (ii) withhold performance under this Agreement until a reasonable time after all defaults have been cured, (iii) declare all sums due and to become due to be immediately due and payable under this Agreement, (iv) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (v) terminate this Agreement, and (vi) pursue any other remedies permitted by law. This Agreement may be terminated by a Party immediately upon such Party giving written notice of termination to the other Party upon the filing of bankruptcy or bankruptcy of such other Party or the appointment of a receiver of any of such other Party's assets, or the making by such other Party of any assignment for the benefit of creditors, or the institution of any proceedings against the other Party under any bankruptcy law.



6. CANCELLATION REFUND

Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:

PROGRAM CANCELLED	TIMING OF CANCELLATION	REFUND TO AUTHORIZED USER
1-year Program	Any time	No refund
3-year Program	During year 1 of the Program Term	50% of purchase price
	During year 2 of Program Term	30% of purchase price
	During year 3 of Program Term	No refund

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

7. EXCUSABLE DELAYS

The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

8. WARRANTY; DISCLAIMERS

(a) Philips' entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESEPECT TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

(b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User's failure to (a) follow or implement any recommendations or requirements with respect to Authorized User's early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

9. LIMITATIONS OF REMEDIES AND DAMAGES

The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract.

10. NOTICES

Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt.

11. INDEPENDENT CONTRACTOR

Philips is Authorized User's independent contractor. Philips' employees are under Philips'



exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.

## 12. SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

## 13. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

## 14. ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.



# HeartStart Essentials Services Agreement for the Maintenance Program New York Office of General Services Authorized Users

AGREEMENT NUMBER: \_\_\_\_\_

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation (“Philips”) and the following Authorized User:

AUTHORIZED USER (provide full legal name of Authorized User) \_\_\_\_\_

AUTHORIZED USER CONTACT INFORMATION	
Name	
Mailing address	
Street address (if different)	
Phone	
Fax	
Email	

Philips and Authorized User (the “Parties”) agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the “Agreement”), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the “Program(s)”) that Authorized User has purchased hereunder as indicated in the following table:

HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED		
Program	Term- Any Program purchased under this contract will not extend beyond termination date of New York OGS Contract #xxxxx and any attachments or appendix's thereto (“Centralized Contract”)	Quantity
Maintenance	<input type="checkbox"/> 1-year <input type="checkbox"/> 3-year	
	<b>Select Billing Option</b> <input type="checkbox"/> One-Time <input type="checkbox"/> Annual (Start of Program Year)	

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

*Philips Medical Systems, 2301 5<sup>th</sup> Avenue, Suite 200, Seattle, WA 98121*  
*Attention: Katharine Harvey*  
*Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com*

AUTHORIZED USER			
Signature:	Printed Name:	Title:	Date:
PHILIPS ELECTRONICS NORTH AMERICA CORPORATION			
Signature:	Printed Name:	Title:	Date:



# Philips Medical Systems North America

## GENERAL TERMS AND CONDITIONS - FOR - HeartStart Essentials Services Agreement

Philips and Authorized User hereby agree as follows:

### 1. SERVICES

- (a) *Scope.* Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator ("AED") unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services ("Services") comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached "Program and Service Description Exhibit" ("Service Exhibit").
- (b) *General.* Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the "Equipment") described in the Service Exhibit. Philips will provide such Services only during the term of the Program ("Program Term") indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the "Effective Date") to which such Services relate and ends on the first, third or fifth anniversary thereof, as applicable.
- (c) *Geographic scope.* Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. If and to the extent (a) Philips AEDs are commercially available for purchase in other countries, and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.
- (d) *HSE Representative.* Authorized User's main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a "HSE Representative") designated by Philips and identified to Authorized User.

### 2. AUTHORIZED USER OBLIGATIONS

- (a) *Site Access and Safety.*

*Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract, Authorized User will:*

- i) ensure that any Authorized User site ("Site") where an HSE representative or provider of Services hereunder ("Service Provider") shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and
- ii) provide the Service Provider sufficient access to the Site's premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

Authorized User's failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User's waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms..



- (b) *Web-based Services.* If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User -- or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User's negligent or knowing disclosure of such password) -- is accurate and authorized by Authorized User.
- (c) *Authorized User Responsibility for Implementation.* Authorized User acknowledges that it is the Authorized User's responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

### 3. PAYMENT

- (a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.
- (b) Payment terms are subject to Philips' approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law.

### 4. CONFIDENTIALITY

- (a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officers Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officer's Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officer's Law §87(2)(d).

### 5. TERM; TERMINATION

- (a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract.

### 6. CANCELLATION REFUND

Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:



PROGRAM CANCELLED	TIMING OF CANCELLATION	REFUND TO AUTHORIZED USER
1-year Program	Any time	No refund
3-year Program	During year 1 of the Program Term	50% of purchase price
	During year 2 of Program Term	30% of purchase price
	During year 3 of Program Term	No refund

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

**7. EXCUSABLE DELAYS**

The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

**8. WARRANTY; DISCLAIMERS**

(a) Philips' entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 8, PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

(b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User's failure to (a) follow or implement any recommendations or requirements with respect to Authorized User's early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

**9. LIMITATIONS OF REMEDIES AND DAMAGES**

The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract..

**10. NOTICES**

Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt

**11. INDEPENDENT CONTRACTOR**

Philips is Authorized User's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.



## 12. SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

## 13. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

## 14. ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.



# HeartStart Essentials Services Agreement

## Premier Readiness and/or Premier Readiness Plus Programs

### New York Office of General Services Authorized Users

AGREEMENT NUMBER: \_\_\_\_\_

This HeartStart Essentials Services Agreement is hereby entered into by and between Philips Medical Systems North America Company, a division of Philips Electronics North America Corporation (“*Philips*”) and the following Authorized User:

Authorized User (*provide full legal name of Authorized User*) \_\_\_\_\_

AUTHORIZED USER CONTACT INFORMATION	
Name	
Mailing address	
Street address (if different)	
Phone	
Fax	
Email	

Philips and Authorized User (the “*Parties*”) agree, upon the terms and conditions set forth herein and in all addenda and exhibits attached hereto (collectively, the “*Agreement*”), that commencing on the Effective Date (defined in Section 1) Philips shall provide the services comprising the HeartStart Essentials program(s) (the “*Program(s)*”) that Authorized User has purchased hereunder as indicated in the following table:

HEARTSTART ESSENTIALS PROGRAM(S) PURCHASED		
Program	Term - Any Program purchased under this contract will not extend beyond termination date of New York OGS Contract #xxxxx and any attachments or appendix's thereto (“ <i>Centralized Contract</i> ”)	Quantity
Premier Readiness Plus	<input type="checkbox"/> 1-year <input type="checkbox"/> 3-year	
-- Training Requested	<input type="checkbox"/> Medic First Aid Responder <input type="checkbox"/> AHA Heartsaver	
Premier Readiness	<input type="checkbox"/> 1-year <input type="checkbox"/> 3-year	
<b>Select Billing Option</b> <input type="checkbox"/> One-Time <input type="checkbox"/> Annual (Start of Program Year)		

For the purposes of any notices to be delivered by Authorized User to Philips under this Agreement, Authorized User should direct such notices or inquiries to:

*Philips Medical Systems, 2301 5<sup>th</sup> Avenue, Suite 200, Seattle, WA 98121*  
*Attention: Katharine Harvey*  
*Phone: 206.664.5017 • Facsimile: 206.664.5001 • Email: Katharine.Harvey@Philips.com*

AUTHORIZED USER			
Signature:	Printed Name:	Title:	Date:
PHILIPS ELECTRONICS NORTH AMERICA COMPANY			
Signature:	Printed Name:	Title:	Date:



# Philips Medical Systems North America

## GENERAL TERMS AND CONDITIONS - FOR - HeartStart Essentials Services Agreement

Philips and Authorized User hereby agree as follows:

### 1. SERVICES

- a) *Scope.* Authorized User has purchased one or more Programs, as indicated on the face of this Agreement. Each Program purchased by Authorized User relates to one or more particular Philips automated external defibrillator (“AED”) unit(s) that is/are under the control of Authorized User, as identified in the attached Equipment Exhibit. The various services (“Services”) comprising the Programs and additional terms and conditions of this Agreement are set forth in the attached “Program and Service Description Exhibit” (“Service Exhibit”).
- b) *General.* Subject to the terms and conditions herein, Philips will provide Authorized User with the Services. Philips will provide such Services only with respect to the particular AED units (the “Equipment”) described in the Service Exhibit. Philips will provide such Services only during the term of the Program (“Program Term”) indicated on the face of this Agreement. Each Program Term commences on the date that Philips ships to Authorized User the Equipment (the “Effective Date”) to which such Services relate and ends on the first, third or fifth anniversary thereof, as applicable.
- c) *Geographic scope.* Authorized User acknowledges and agrees Philips is under no obligation to provide Services on or to any premise outside the United States. If and to the extent (a) Philips AEDs are commercially available for purchase in other countries, and (b) applicable Services are also generally commercially available in such countries for such AEDs, then Philips shall offer such Services to Authorized User upon the terms and conditions such Services are generally offered in such countries.
- d) *HSE Representative.* Authorized User’s main points of contact with Philips will be through the HeartStart Essentials Representatives (each, a “HSE Representative”) designated by Philips and identified to Authorized User.

### 2) PROGRAM WARRANTY

- a) With respect to each AED unit for which Authorized User has purchased a Premier Readiness Program or Premier Readiness Plus Program hereunder, such unit shall be covered by the PHILIPS HEARTSTART ESSENTIALS PROGRAM WARRANTY (or “Program Warranty”) set forth in the Program Warranty Exhibit attached hereto.
- b) The period during which the Program Warranty for each AED unit is effective is set forth in such exhibit. Such “Warranty Period,” as described therein, will terminate upon the earliest of (i) the expiration of the applicable 1-or 3-year term of the corresponding Program, (ii) the termination of this Agreement, or (iii) the occurrence of one of the exclusions listed in the exhibit as triggering such termination.

### 3) AUTHORIZED USER OBLIGATIONS

- a) *Site Access and Safety.*

*Except as otherwise provided in Section 55 of Appendix B of the Centralized Contract,* Authorized User will:

- i) ensure that any Authorized User site (“Site”) where an HSE representative or provider of Services hereunder (“Service Provider”) shall be asked by Authorized User to perform Services is suitably safe for such Service Provider to conduct such Service; and



- ii) provide the Service Provider sufficient access to the Site's premises and Equipment on the Site to permit Service Provider to fulfill his/her obligations.

Authorized User's failure to provide safe and sufficient access at the scheduled time for a Service will constitute Authorized User's waiver of such scheduled Service until such time as safe and sufficient access is provided, but does not relieve the Contractor of the obligation to perform all work in compliance with the contract terms.

- b) *Web-based Services.* If Authorized User is provided access to a Service via a password-protected Philips website, Authorized User shall not disclose the password to third parties. Philips is entitled to assume that all data input, modified or deleted by Authorized User -- or by a third party accessing the web-based Service utilizing a password obtained from Authorized User (whether due to Authorized User's negligent or knowing disclosure of such password) -- is accurate and authorized by Authorized User.
- c) *Authorized User Responsibility for Implementation.* Authorized User acknowledges that it is the Authorized User's responsibility to have and implement an early defibrillation plan. Philips will provide various materials to assist Authorized User in developing its early defibrillation plan.

#### 4) PAYMENT

- a) In consideration of Services to be rendered hereunder, Authorized User shall pay to Philips the total purchase price for all Programs purchased hereunder, as indicated in the price quote last mutually agreed to in writing by the Parties prior to the Effective Date.
- b) Payment terms are subject to Philips' approval of Authorized User credit. Payment for the total purchase price shall be in compliance with Section 64 of Appendix B of the Centralized Contract and Article 11A of the New York State Finance Law. .

#### 5) CONFIDENTIALITY

- a) Authorized User is subject to the requirements of the Freedom of Information Law (FOIL), and therefore, agency records are presumptively subject to disclosure unless specifically exempted by statute. As a result, Authorized User is unable to grant blanket exemptions from disclosure for particular documents, because such exemptions are inimical to the policies and purposes of FOIL. Therefore, Authorized User would be unable to grant blanket trade secret exemption(s). However, in accordance with Public Officers Law §89(5) (a) (3), any information that Philips requests be exempted from disclosure pursuant to Public Officer's Law §87 (2) (d) will be maintained apart from all other records. In the event that a FOIL request is made for such information, Authorized User will contact Philips in an effort to determine the extent to which those records might properly be exempted from disclosure under Public Officer's Law §87(2)(d).

#### 6) TERM; TERMINATION

- a) This Agreement shall remain in effect until the earlier of the (1) termination as described in Section 60 of Appendix B of the Centralized Contract, (2) default as described in Section 63 of Appendix B of the Centralized Contract, (3) last to expire of the Program Terms indicated on the cover sheet hereto, or (4) termination date of the Centralized Contract. ("*Agreement Term*").

#### 7) CANCELLATION REFUND

Authorized User may terminate this Agreement for convenience at any time during the Agreement Term. In such event, Authorized User shall be entitled to a refund for each Program that it has purchased hereunder as follows:



PROGRAM CANCELLED	TIMING OF CANCELLATION	REFUND TO AUTHORIZED USER
1-year Program	Any time	No refund
3-year Program	During year 1 of the Program Term	50% of purchase price
	During year 2 of Program Term	30% of purchase price
	During year 3 of Program Term	No refund

Authorized User may receive a refund only if it has terminated the entire Agreement and all Programs purchased hereunder.

8) EXCUSABLE DELAYS

The terms for Excusable Delays shall be in accordance with Section 61 of Appendix B of the Centralized Contract.

9) WARRANTY; DISCLAIMERS

a) Philips' entire contractual service obligations to Authorized User are described in this Agreement. Philips warrants to Authorized User that (a) Service Providers shall be adequately trained and qualified to perform the Services performed for Authorized User and (b) the Services shall be rendered in a professional and responsible manner and in compliance with federal and state laws regulating the provision of such Services. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 2) AND THIS SECTION 9), PHILIPS PROVIDES NO OTHER WARRANTY FOR THE HEARTSTART ESSENTIALS AGREEMENT WITH RESPECT TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

b) Authorized User agrees that Philips shall have no liability to Authorized User due to Authorized User's failure to (a) follow or implement any recommendations or requirements with respect to Authorized User's early defibrillation plan or the Equipment, (b) replenish or replace Equipment, including batteries, pads or components thereof, when directed to do so by Philips, its HSE representatives, the Equipment instructions for use, notification beeps from the Equipment or otherwise, or (c) properly implement its early defibrillation plan.

10) LIMITATIONS OF REMEDIES AND DAMAGES

11) The terms for Limitation of Remedies and Damages shall be in accordance with Section 76 of Appendix B of the Centralized Contract.

12) NOTICES

Any notices required by the Agreement shall be in writing, shall specifically refer to this Agreement by the Agreement Number on the face hereof and shall be sent by registered or certified airmail, postage prepaid, charges prepaid, or by overnight courier, postage prepaid and shall be forwarded to the address set forth in the Agreement unless subsequently changed by written notice to the other party. Notice shall be deemed delivered upon receipt.  
INDEPENDENT CONTRACTOR

Philips is Authorized User's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Authorized User employees, agents, joint venturers or partners.



### 13) SUBCONTRACTS AND ASSIGNMENTS

Subject to approval with compliance of Section 55 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law, Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Authorized User. No such subcontract will release Philips from those obligations to Authorized User. Authorized User may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent. Philips cannot assign this Agreement without complying with Section 56 of Appendix B of the Centralized Contract and Section 138 of the New York State Finance Law.

### 14) SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW

Authorized User's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. The failure by a Party to enforce any provision of this Agreement is not a waiver of that provision or of that Party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The laws of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Authorized User without regard to the principles of choice of law.

### 15) ENTIRE AGREEMENT

The terms for Entire Agreement shall be in accordance to Section 44 of Appendix B of the Centralized Contract.

