

Proposal to Provide Automated External  
Defibrillators (AED) under the NASPO / WSCA  
Multi-state Agreement

**Tailored Response from:**



Prepared for:

State of Oklahoma  
Department of Central Services

Prepared by:

Mr. Clark Hood  
Sales Director, Defibrillations Americas  
425.402.2000

Submitted December 14, 2010

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## 'BEST VALUE' COMPLIANCE MATRIX

We believe that our offer meets or exceed the State of Oklahoma's 'best value criteria' as outlined in State of Oklahoma Statute Title 74, Section 85:

<b>"Best value criteria" per Section 85.2. Definitions</b>	<b>Cardiac Science Compliance</b>
<p>a. the acquisition's operational cost a state agency would incur,</p>	<p><input checked="" type="checkbox"/> To help NASPO Participating States achieve even greater cost efficiencies moving forward, we are offering pricing at the same level that NASPO Participating States currently receive for all AED's, accessories and services.</p> <p>For details, please refer to our Pricing Matrix Response included as Appendix 05.</p>
<p>b. the quality of the acquisition, or its technical competency,</p>	<p><input checked="" type="checkbox"/> Cardiac Science is a recognized leader in the implementation and management of AED Programs. Companies and government organizations alike have chosen Cardiac Science for our ability to provide a comprehensive AED device and program management solution.</p> <p>We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p>
<p>c. the reliability of the bidder's delivery and implementation schedules,</p>	<p><input checked="" type="checkbox"/> Our schedule for delivery of AED products and accessories exceeds industry standards. We fully expect that we can have NASPO Participating States' orders delivered within 14 days after receipt of order (ARO) for standard orders. Please note also:</p> <ul style="list-style-type: none"> <li>* Expedited delivery can be accomplished for large orders for NASPO Participating States in as little as three days, sometimes sooner.</li> </ul>
<p>d. the acquisition's facilitation of data transfer and systems integration,</p>	<p><input checked="" type="checkbox"/> We are a current NASPO vendor for AEDs and have relationships with many of NASPO's new Participating States. Any data transfer or systems integration needed will thus be more feasible with Cardiac Science.</p>

<b>"Best value criteria" per Section 85.2. Definitions</b>	<b>Cardiac Science Compliance</b>
<p>e. the acquisition's warranties and guarantees and the bidder's return policy,</p>	<p><input checked="" type="checkbox"/> We offer one of the longest device warranties in the industry at 7 years for both parts and labor for our Powerheart AEDs.</p> <p>If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies.</p> <p>Please refer to Appendix 02, Limited Warranty, for details.</p>
<p>f. the bidder's financial stability,</p>	<p><input checked="" type="checkbox"/> Our revenues for the 3rd Quarter of 2010 were \$34,480,000. For 2009, our total revenues were \$156,848,000.</p> <p>For additional information, including full financial statements and annual reports, please visit the Investors portion of our website at <a href="http://www.cardiacscience.com">www.cardiacscience.com</a>.</p> <p><b>Opto Circuits Acquisition</b>                      Information on the pending acquisition of Cardiac Science Corporation is provided as Appendix 04, Opto Circuits Acquisition Press Release.</p> <p>Please note also that Cardiac Science has an unused \$15M line of credit with our bank – this provides cash if necessary and also underscores the bank's confidence in the company</p>
<p>g. the acquisition's adherence to the state agency's planning documents and announced strategic program direction,</p>	<p><input checked="" type="checkbox"/> The State of Oklahoma Central Purchasing Division's mission is to "provide leadership and services for innovative, responsive, and accountable public procurement by working in partnership with ... suppliers to provide quality goods and services."</p> <p>We believe that Cardiac Science Corporation has helped and will continue to help the Central Purchasing Division successfully pursue this mission by continuing to provide the most reliable and technologically advanced AEDs available today.</p>

"Best value criteria" per Section 85.2. Definitions	Cardiac Science Compliance
<p><b>h. the bidder's industry and program experience and record of successful past performance with acquisitions of similar scope and complexity,</b></p>	<p><input checked="" type="checkbox"/> We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p> <p>We are a current NASPO vendor for AEDs and have relationships currently with many of NASPO's new Participating States.</p>
<p><b>i. the anticipated acceptance by user groups, and</b></p>	<p><input checked="" type="checkbox"/> We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p> <p>We are a current NASPO vendor for AEDs and have relationships with many of NASPO's new Participating States.</p>
<p><b>j. the acquisition's use of proven development methodology, and innovative use of current technologies that lead to quality results;</b></p>	<p><input checked="" type="checkbox"/> We maintain a comprehensive quality assurance and quality control program that includes documentation of all material specifications, operating procedures, equipment maintenance, and quality control methods. Our quality systems are based on and are in compliance with the requirements of the Quality Management Standards for Medical Devices and Related Services (ISO 13485:2003) and the applicable U.S. laws and regulations governing medical device manufacturers.</p> <p>The Cardiac Science Quality Management System (QMS) is organized around the management of five groupings of 19 processes with specific procedures for each. These procedures are designed to address all applicable requirements of ISO 13485, ISO 14971, The FDA Quality System Regulation, FDA Recall and Tracking Regulations, MDD, and the CMDR. Each primary operating procedure is mapped to the appropriate clause(s) of ISO 13485/Quality System Regulation and the FDA Quality System, recall and tracking regulations.</p> <p>Cardiac Science Corporation is ISO 13485 certified, effective 6/1/2009 with an expiry date of 5/31/2012. A copy of our Certificate of Registration is included as Appendix 03.</p>

## INTRODUCTION

To make reading of this document easier, any RFP text that is stated in this proposal is included as gray, bold text. Should such text warrant or require a response, the response follows in plain, black text. Each such Cardiac Science response is preceded by the text "**Cardiac Science Response:**".

A copy of the Solicitation SW300 is provided at the end of our response.

### **Regarding Appendices**

Appendices in the order referenced in this bid and tabbed in that order. A List of Appendices precedes this page. When we make reference to any Appendix we provide the number of the Appendix.

## SIGNATURE FORMS, CERTIFICATIONS AND AMENDMENTS

The following signed and completed forms, certifications and amendments are provided on the pages that follow:

- Responding Bidder Information Form
- Certification for Competitive Bid and/or Contract (Non-Collusion Certification)
- P-Card Acceptance Page
- State of Minnesota – Certification of Compliance with Federal Affirmative Action Requirements
- State of Minnesota – Immigration Status Certification
- SW300 Amendment #1 OHIO Intent to Participate & Terms and Conditions
- SW300 SOLICITATION AMENDMENT #2
- RFP# SW300 Amendment #3 Questions and Answers



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

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: SW300  
Supplier Legal Name: CARDIAC SCIENCE CORPORATION

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

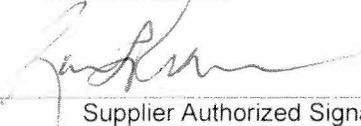
B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- the competitive bid attached herewith and contract, if awarded to said supplier;  
**OR**  
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

  
\_\_\_\_\_  
Supplier Authorized Signature

12/14/10  
\_\_\_\_\_  
Certified This Date

Rebecca Peterson  
\_\_\_\_\_  
Printed Name

Manager, Contracts Administration  
\_\_\_\_\_  
Title

(425)402-2000  
\_\_\_\_\_  
Phone Number

bidadministration@cardiacscience.com  
\_\_\_\_\_  
Email

(425)402-2005  
\_\_\_\_\_  
Fax Number

**B. SPECIAL PROVISIONS**

**B.1. Contract Period**

B.1.1. This contract is for a twelve (12) month period, commencing at award of contract, with the option to renew for Five (5) additional one (1) year periods.

**B.2. Required Delivery**

B.2.1. Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days, should be noted on their price sheet.

**B.3. Type of Contract**

B.3.1. This is a firm fixed price contract. Prices may not be increased except at the end of each contract period. As new products become available additional pricing and Items may be added to the Contract. Contractor warrants that prices of materials, equipment, and Services, set forth herein do not exceed those charged by the contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. Contract is for indefinite delivery and indefinite quantity for the supplies/services specified.

**B.4. Authorized Users**

RFP's shall cover requirements during the specified period for all 50 states and all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

CHECK APPROPRIATE BLOCK

Yes, permits usage by other than State Agencies

No, permits usage by State Agencies only.

**B.5. Notice of Award**

Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

**B.6. Extension of Contract**

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

**B.7. Payment of Invoices**

B.7.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.7.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

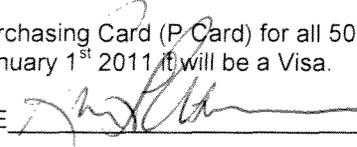
B.7.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.8. Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

**B.9. State Purchasing Card.**

Does vendor accept the State Purchasing Card (P Card) for all 50 states?. The State of Oklahoma is currently using Mastercard. January 1<sup>st</sup> 2011 it will be a Visa.

SIGNITURE OF P-CARD ACCEPTANCE 

DATE 12/14/10

**Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor=s expense. This remedy is in additio State Of Minnesota – Affirmative Action Certification**

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If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary.

It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.



State of Oklahoma  
 Department of Central Services  
 Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # SW300

2. Bidder General Information:

FEI / SSN : 94-3300396

VEN ID: 0000255493

Company Name: CARDIAC SCIENCE CORPORATION

3. Bidder Contact Information:

Address: 3303 Monte Villa Parkway

City: Bothell

State: WA Zip Code: 98021

Contact Name: Thomas Bonin

Contact Title: Proposal Writer

Phone #: 425-402-2255

FAX#: 425-402-2005

Email: bidadministration@cardiacscience.com

Website: www.cardiacscience.com

4. Oklahoma Sales Tax Permit<sup>1</sup>:

YES – Permit #: 619878

NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: 2312110173

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

Authorized Signature

Date

Rebecca Peterson

Printed Name

Manager, Contracts Administration

Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)

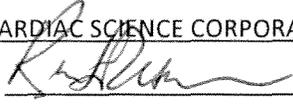
**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: CARDIAC SCIENCE CORPORATION Date 12/14/10  
Authorized Signature:  Telephone number: (425)402-2000  
Printed Name: Rebecca Peterson Title: Manager, Contracts Administration

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704  
Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us) Fax: (651) 296-9042 TTY: (651) 296-1283  
Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

## State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

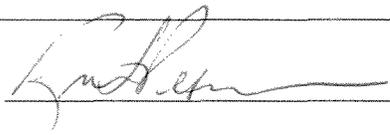
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Cardiac Science Corporation

Date: 12/14/10

Authorized Signature: \_\_\_\_\_



Telephone Number: (425)402-2000

Printed Name: Rebecca Peterson

Title: Manager, Contracts Administration

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529



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

**Amendment of Solicitation**

Date of Issuance: 11/23/2010  
Requisition No. SW300

Solicitation No. SW300  
Amendment No. #1

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery:**  
Department of Central Services, Central Purchasing  
P.O. Box 528803  
Oklahoma City, OK 73152-8803

FLORIAN GIZA  
Contracting Officer  
( 405 ) - 522 - 3428  
Phone Number

or  
**Personal or Common Carrier Delivery:**  
Department of Central Services, Central Purchasing  
Will Rogers Building  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, OK 73105

florian\_giza@dcs.state.ok.us  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

Addition of OHIO intent to participate and their Terms and Conditions.

b. All other terms and conditions remain unchanged.

CARDIAC SCIENCE CORPORATION  
Supplier Company Name (PRINT)

12/14/10  
Date

Rebecca Peterson  
Authorized Representative Name (PRINT)

Mgr., Contracts Admin  
Title

[Signature]  
Authorized Representative Signature



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

**Amendment of Solicitation**

Date of Issuance: 12/01/2010

Solicitation No. SW300

Requisition No. n/a

Amendment No. 2

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**Issued by:**

Central Purchasing Division  
Department of Central Services  
2401 N. Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105  
or  
P.O. Box 528803  
Oklahoma City, Oklahoma 73152-8803

Florian Giza  
Contracting Officer  
( 405 ) - 522 - 3428  
Phone Number  
florian\_giza@dcs.state.ok.us  
E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

**Questions and Answers:**

Questions:

- 1) School Health is listed as a distributor on our current NASPO contract. How do we ensure that they are listed as a distributor on the new contract? Include the same letter and W-9 submitted before?

Answers:

- 1) All contracts awarded will be to Manufacturers. Assignment of Distributors will be appointed by the Manufacturer after Contract Award. Any and all contract issues during the course of this agreement will be the responsibility of the Manufacturer awarded the contract. Agencies in the State of Oklahoma will be required to do business directly with each manufacturer awarded.

Question:

- 2) Section B.13. Quarterly Reports makes reference to "Section F, Attachment C", the template by which "the vendor is required to provide quarterly reports." We request this attachment be sent to vendors before the due date so that we can verify we meet the requirements.

Answer:

- 2) Vendor may use any electronic document as long as it is in excell and purchases are Itemized by Agency

b. All other terms and conditions remain unchanged.

CARDIAC SCIENCE CORPORATION  
Supplier Company Name (print)  
REBECCA PETERSON  
Authorized Representative Name (print)  
MGR., Contracts Admin.  
Title

12/14/10  
Date  
[Signature]  
Authorized Representative Signature

### Description of Amendment - continuing

Line Item description with price, quantity, extended amounts.

Questions:

- 3) Have any of the Participating States indicated whether or not NASPO reporting requirements will supersede any reporting requirements currently in place with that State on another contract? Or do we need to address that on a State by State basis?

Answer:

- 3) All awarded vendor are responsible for Reporting and Management fees to NASPO. Only States who have submitted additional terms and conditions and require Reporting and a Management Fee should receive additional Reporting and Fees. The State of Oklahoma is one of the States requiring Quarterly Reports and Management fees.

Question:

- 4) The Pricing Matrix provided with the rebid package does not include spaces for entering pricing for accessories or program management. Accessories and program management pricing are on the current NASPO contract? Is it OK to include pricing for accessories and program management with our bid? Is there a desired format for doing so?

Answer:

- 5) Pricing for accessories must be listed in the pricing matrix as well as pricing for AED Units. We need Manufacturer, Description W/ Item Numbers, and Price Protected Pricing. Prices submitted at the beginning of each contract Year must be firm for the entire contract year.



State of Oklahoma  
 Department of Central Services  
 Central Purchasing

Amendment of Solicitation

Date of Issuance: 12/02/2010

Solicitation No. SW300

Requisition No. n/a

Amendment No. #3

Hour and date specified for receipt of offers is changed:  No  Yes, to: \_\_\_\_\_ 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery:**

Department of Central Services, Central Purchasing  
 P.O. Box 528803  
 Oklahoma City, OK 73152-8803

FLORIAN GIZA  
 Contracting Officer

or

( 405 ) - 522 - 3428  
 Phone Number

**Personal or Common Carrier Delivery:**

Department of Central Services, Central Purchasing  
 Will Rogers Building  
 2401 N. Lincoln Blvd., Suite 116  
 Oklahoma City, OK 73105

florian\_giza@dcs.state.ok.us  
 E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

- 1. As the governing state, will OK terms and conditions prevail in a claim or dispute?

ANSWER: Only where individual states have not submitted their own Terms and Conditions to replace Oklahoma.

- 2. Please explain the assessment of the fees in Sections E 14.0 and E14.0.1. How are these fees different for the Administrative/Usage Fee of 1%?

ANSWER: The fees referenced in Section E.14.0. and E.14.0.1. represents a fee to be paid to NASPO for their services in distribution of the contracts to States other than Oklahoma. The Fees in B.22. are Contract Administration fee paid directly to Central Purchasing in the State of Oklahoma

- 3. Can Philips reject individual State Terms? Alternately, can Philips reject an entity's participation?

b. All other terms and conditions remain unchanged.

CARDIAC SCIENCE CORPORATION  
 Supplier Company Name (PRINT)

12/14/10  
 Date

REBECCA PETERSON  
 Authorized Representative Name (PRINT) Title

[Signature]  
 Authorized Representative Signature

**Description of Amendment - continuing**

**ANSWER:** You may reject any State's Terms and Conditions besides Oklahoma's Terms and Conditions. If you did reject Oklahoma's Terms and Conditions we would not be able to put your company on the contract again. Also, any State whose Terms and Conditions are rejected by Phillips will not be able to participate in this contract. Recommend that you contact any State that you plan to reject to see if they would be willing to alter their Terms and conditions before Award.

**Additional Note:** Vendors may still submit their State's Terms and Conditions when they submit their Participating Addendum after award. It will be the vendors responsibility to resolve these situations

## OFFER OVERVIEW

Below are highlights of what NASPO Participating States can look forward to from Cardiac Science Corporation when using the NASPO contract.

This section highlights the primary reasons Cardiac Science and its Powerheart G3 Plus and Pro are the best choices today for NASPO Participating States. The intent of this Offer Overview is to address the main components of our offer as succinctly as possible.

### Capacity for Delivery

We fully expect that we can have NASPO Participating States' orders delivered within 14 days after receipt of order (ARO) for standard orders. Please note also:

- Expedited delivery can be accomplished for large orders for NASPO Participating States in as little as three days, sometimes sooner.

### AED Pricing

To help NASPO Participating States achieve even greater cost efficiencies moving forward, we are offering pricing at the same level that NASPO Participating States currently receive for all AED's, accessories and services.

Brochures and specifications for the Powerheart G3 Plus and Pro are provided as Appendix 01. For pricing, please refer to our Pricing Matrix Response included as Appendix 05.

### Use of Credit Card

Both P-Card and Credit Card use are available in all 50 states currently.

### Warranty Information

We offer one of the longest device warranties in the industry at 7 years for both parts and labor for our G3 Plus devices. The battery for our G3 Plus has a 5-year shelf life and the industry's only full 4-year operational guarantee. ***This means that Cardiac Science guarantees the performance of its medical grade battery for the full 4-years from the date the battery is first installed into the device. It also has the ability to deliver 290 shocks. If it does not, Cardiac Science will replace the battery at no cost with a NEW 4-Year battery.***

Please refer to Appendix 02, Limited Warranty, and the warranty section of this document for additional warranty details.

### Superior Indemnification Coverage

NASPO Participating States will have the most comprehensive and thorough indemnification coverage policy available with Cardiac Science.

- Cardiac Science will indemnify **any person or entity** who purchases, rents, leases or **uses/deploys** an AED from Cardiac Science or one of its authorized distributors. This provides more coverage for responders such as civilians, employees, and visitors of NASPO Participating States – this policy is superior to the policies of competitors that cover only “trained/certified responders”.
- Coverage is effective for the period in which Cardiac Science is providing service and related support for AED models manufactured and deployed by Cardiac Science (provides much longer indemnification coverage than the industry standard, which typically is provided only during the device warranty period).
- Our indemnification coverage policy covers up to \$10 million per AED, per location.

Cardiac Science is here to help. ***You’d be hard pressed to find another AED company that provides you with the level of support we do.***

### Product Reliability

According to the FDA, AED device failure historically falls on 1) electrode failure and 2) battery malfunction. By choosing Cardiac Science, NASPO Participating States and its AED recipients within the community will be able to catch these potential issues PRIOR to a rescue attempt, as opposed to testing DURING a rescue attempt, which is standard for most AEDs. This is due to our devices providing for more thorough and automated daily self-testing of EACH critical AED component via our proprietary RescueReady Technology. Tests include:

- **Daily** automated self-tests to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- A **weekly** automated self-test with automated self-tests of the battery, electrical circuitry and software, plus a partial load capacitor charge of electronics.
- A **monthly** automated self-test of the battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for rescue attempts.

### The Support You Need

NASPO Participating States can count on Cardiac Science moving forward for years to come. We're a proven global leader in the development of public access defibrillator (PAD) programs. And, we provide the consistent, **local** presence you need:

- We have a Certified AED Specialists located across the country. These specialists are highly trained and experienced and are available to provide consistent support and service and product training for NASPO Participating States.
- Technical assistance by toll-free phone line or email is available 24/7 at no additional cost. We have a technical support staff of 23 experienced and well trained individuals on hand during regular hours to provide the support you need. In addition, we have 5 Customer Service Representatives available to provide additional support.
- Device faults in the Powerheart G3 Plus AED are rare. If the device fault is not field-correctable (working with Technical Support), specialists will repair the device at our manufacturing facility in Deerfield, Wisconsin.
- Loaner units will be provided at no charge (at the customer's request) within 24 hours.
- If the device is under warranty, repairs will be made at no additional cost. When the 7-year device warranty expires, a diagnostic charge of \$195.00 applies, plus the cost of the repair (after customer authorization).
- ***No other AED manufacturer provides the access and level of support that Cardiac Science provides.***

To further enhance user and customer confidence in our AEDs, many customers opt to purchase our annual visit package for a higher level of service. Our service plan option is described briefly below.

### ***Cardiac Science Annual Service Plans***

A certified service technician will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries. (Up to 2 adult electrodes, 1 pediatric electrode and 1 battery per year). Part numbers for our service plan options are as follows:

- 9940-003 - Monthly AED Service Visit
- 9940-004 - Quarterly AED Service Visit
- 9940-002 - Semi-Annual AED Service visit
- 9940-001 - Annual AED Service Visit

### **The Integrity, Competency and Experience of Cardiac Science**

A sampling of what distinguishes Cardiac Science as a leader in the defibrillator and cardiology care markets includes:

- Our 2009 revenues totaled to \$139,236,000 in 2009. We have millions in cash on our balance sheet and no debt.
- Headquartered in Bothell, Washington, just north of Seattle, the company also has operations in California, Wisconsin, China, Central Europe, Denmark, France, and the United Kingdom.
- Cardiac Science employs more than 550 people worldwide.
- Our global capabilities include direct and indirect sales personnel and distribution in more than 100 countries and an extensive worldwide service network.
- Cardiac Science products are marketed under the Cardiac Science, Burdick, Powerheart, Quinton, and HeartCentrix brand names.
- Our AED products all have FDA 510(k) clearance, and Cardiac Science Corporation is ISO 13485 certified (effective 6/1/2009 with an expiry date of 5/31/2012; see Appendix 03).
- Our engineers design automated external defibrillators (AEDs) with some of the most technologically advanced features available in AEDs today.
- Cardiac Science takes pride in presenting the most comprehensive training and service offering in the industry. To date, we've implemented more than 20,000 AED programs.
- Now almost a century old, we weathered two World Wars, The Great Depression, oil embargoes, busts and booms. We're here for the long haul.

### **Opto Circuits Acquisition**

Information on the pending acquisition of Cardiac Science Corporation is provided as Appendix 04, Opto Circuits Acquisition Press Release.

## RESPONSES TO SPECIFIC SECTIONS

This section provides responses where required or warranted to specific sections of Solicitation SW300. RFP text is included as gray, bold text. Our responses follow for each section in plain, black text. Each Cardiac Science response is preceded by the text "**Cardiac Science Response:**".

### **NASPO GENERAL PROVISIONS**

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **Cardiac Science Response:**

The products we are bidding meet the specifications outlined for Cardiac Science Corporation Powerheart AED products in the State of Oklahoma's Solicitation #SW300 issued on 11/19/2010.

As verification of this, our bid response package includes specifications and brochures for the Powerheart products listed (as Appendix 01).

It also includes brochures for Powerheart accessories (included with Appendix 01) and program management (included as Appendix 07).

## **NASPO SPECIAL PROVISIONS**

### **B.14. Energy Conservation**

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

#### **Cardiac Science Response:**

Cardiac Science has several programs in place at our Deerfield, Wisconsin manufacturing facility that contribute to energy conservation. These include programs for packaging management and reduction and energy conservation.

Please note also that, because manufacturing is 'light' assembly, there is no air/water waste created by our manufacturing processes. We also have a hazardous material disposal program in place.

### **C. Solicitation Specifications**

Vendors should also classify their products as Class 1 - Having No Medical Training or Class 2- Slight Medical Training and any other classes as appropriate.

#### **Cardiac Science Response:**

Regarding classification of our Cardiac Science Powerheart devices as either Class-1, Having No Medical Training or Class-2, Slight Medical Training, classifications for each of our Powerheart products are as follows:

- Powerheart G3 (Semi-Automatic and Automatic) – Class 2 with AED/CPR training
- Powerheart G3 Pro (Semi-Automatic with Manual Override) – Class 2 with AED/CPR training

### **D. Evaluation Criteria**

#### **D.1. Evaluation and Award**

D.1 .1. Evaluation of bids will be based on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. The State intends to award a contract to the responsible Contractor whose proposal, conforming to the solicitation, and

is deemed the best value to the State of Oklahoma. Responses will be reviewed and awarded based on the following evaluation criteria:

- D.1.1.1. Cost,
- D.1.1.2. Warranty
- D.1.1.3. Use of Credit Card
- D.1.1.4. Value Added Recommendations

#### **Cardiac Science Response:**

We believe that the State of Oklahoma and Participating States in the NASPO contract will benefit significantly from the offering we provide, which we believe meets or exceeds the State of Oklahoma's evaluation criteria as outlined below.

#### **Cost**

To help NASPO Participating States achieve even greater cost efficiencies moving forward, we are offering pricing at the same level that NASPO Participating States currently receive for all AED's, accessories and services. Please refer to our Pricing Matrix Response included as Appendix 05.

#### **Warranty**

We offer one of the longest device warranties in the industry at 7 years for both parts and labor for our G3 Plus and G3 Pro devices. In addition, the battery for our G3 Plus has a 5-year shelf life and the industry's only full 4-year operational guarantee. ***This means that Cardiac Science guarantees the performance of its medical grade battery for the full 4-years from the date the battery is first installed into the device. It also has the ability to deliver 290 shocks. If it does not, Cardiac Science will replace the battery at no cost with a NEW 4-Year battery.***

Please refer to Appendix 02, Limited Warranty, and the warranty section of this document for additional warranty details.

#### **Use of Credit Card**

Both P-Card and Credit Card use are available in all 50 states currently.

## Value Added Recommendations

Components of our offer that we believe will add significant value for NASPO Participating States include:

- Innovative Product Features
- Superior Indemnification Coverage
- Product Reliability
- Services and Support
- The Integrity, Competency and Experience of Cardiac Science

How we add value in these areas is outlined briefly below.

### Innovative Product Features

Innovative product features of our Powerheart G3 product line include:

- Rescue Ready technology to **automatically** self-test all main components (battery, hardware, software, and pads) **daily**. It completes a partial charge of the high-voltage electronics **weekly**, and a full charge **monthly**. *These self tests are performed automatically and do not require any user intervention.*
- A choice between our G3 Plus **Fully Automatic** (*no shock button*) our **Semi-Automatic** (*push shock button*) or our G3 Pro with **Manual Override** (*designed for medical professionals*). Our fully automatic shock delivery system is our most popular device as it is designed to eliminate any reluctance that may occur when the rescuer is required to push a shock button.
- RescueCoach Technology that **enables even an untrained responder to perform clinically effective CPR similar to that of a trained provider**. We've included the recently published peer reviewed study from the University of Pennsylvania (Appendix 06) that provides this clinical evidence. RescueCoach includes a built-in metronome (which can be switched off) to set the pace for CPR compressions.
- Backlit text display that provides visual text instructions that mirror the voice prompts. The backlit text display also provides critical information for responding EMS personnel, such as: *number of shocks delivered, time elapsed and current count down time in CPR.*
- Non-polarized electrodes which allow for interchangeable pad placement. Either pad can be placed in either of the two locations shown!

- Our proprietary and advanced STAR biphasic technology **customizes** the defibrillation therapy for each and every individual patient by calculating each individual's thoracic impedance and, if subsequent shocks are necessary, **our proprietary STAR biphasic technology escalates** the energy to deliver therapy at an appropriate, higher level. In clinical trials, the Powerheart and its STAR biphasic technology have a first shock efficacy of 100%.
- **The device knows when to (and when not to) deliver a defibrillation shock.**

Brochures and specifications are provided as Appendix 01.

### **Superior Indemnification Coverage**

NASPO Participating States will have the most comprehensive and thorough indemnification coverage policy available with Cardiac Science.

- Cardiac Science will indemnify **any person or entity** who purchases, rents, leases or **uses/deploys** an AED from Cardiac Science or one of its authorized distributors. This provides more coverage for responders such as civilians, employees, and visitors of NASPO Participating States – this policy is superior to the policies of competitors that cover only “trained/certified responders”.
- Coverage is effective for the period in which Cardiac Science is providing service and related support for AED models manufactured and deployed by Cardiac Science (provides much longer indemnification coverage than the industry standard, which typically is provided only during the device warranty period).
- Our indemnification coverage policy covers up to **\$10 million per AED, per location**.

Cardiac Science is here to help. ***You'd be hard pressed to find another AED company that provides you with the level of support we do.***

### **Product Reliability**

According to the FDA, AED device failure historically falls on 1) electrode failure and 2) battery malfunction. By choosing Cardiac Science, NASPO Participating States and its AED recipients within the community will be able to catch these potential issues PRIOR to a rescue attempt, as opposed to testing DURING a rescue attempt, which is standard for most AEDs. This is due to our devices providing for more thorough and automated daily self-testing of EACH critical AED component via our proprietary RescueReady Technology. Tests include:

- **Daily** automated self-tests to confirm presence and **function of electrodes** and wires, and test the battery, electrical circuitry and software.

- A **weekly** automated self-test with automated self-tests of the battery, electrical circuitry and software, plus a partial load capacitor charge of electronics.
- A **monthly** automated self-test of the battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for rescue attempts.

### **The Support You Need**

NASPO Participating States can count on Cardiac Science moving forward for years to come. We're a proven global leader in the development of public access defibrillator (PAD) programs. And, we provide the consistent, local presence you need:

- We have a Certified AED Specialists located across the country. These specialists are highly trained and experienced and are available to provide consistent support and service and product training for NASPO Participating States.
- Technical assistance by toll-free phone line or email is available 24/7 at no additional cost. We have a technical support staff of 23 experienced and well trained individuals on hand during regular hours to provide the support you need. In addition, we have 5 Customer Service Representatives available to provide additional support.
- Device faults in the Powerheart G3 Plus AED are rare. If the device fault is not field-correctable (working with Technical Support), specialists will repair the device at our manufacturing facility in Deerfield, Wisconsin.
- Loaner units will be provided at no charge (at the customer's request) within 24 hours.
- If the device is under warranty, repairs will be made at no additional cost. When the 7-year device warranty expires, a diagnostic charge of \$195.00 applies, plus the cost of the repair (after customer authorization).
- ***No other AED manufacturer provides the access and level of support that Cardiac Science provides.***

To further enhance user and customer confidence in our AEDs, many customers opt to purchase our annual visit package for a higher level of service. Available program management options are provided as Appendix 07. Pricing for these options is included with our Pricing Matrix Response (Appendix 05). Our service plan option is described briefly below. Service plan pricing is provided with our Pricing Matrix Response (Appendix 05).

**Cardiac Science Annual Service Plans**

A certified service technician will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries. (Up to 2 adult electrodes, 1 pediatric electrode and 1 battery per year). Part numbers for our service plan options are as follows:

- 9940-003 - Monthly AED Service Visit
- 9940-004 - Quarterly AED Service Visit
- 9940-002 - Semi-Annual AED Service visit
- 9940-001 - Annual AED Service Visit

**The Integrity, Competency and Experience of Cardiac Science**

A sampling of what distinguishes Cardiac Science as a leader in the defibrillator and cardiology care markets includes:

- Our 2009 revenues totaled to \$139,236,000 in 2009. We have millions in cash on our balance sheet and no debt.
- Headquartered in Bothell, Washington, just north of Seattle, the company also has operations in California, Wisconsin, China, Central Europe, Denmark, France, and the United Kingdom.
- Cardiac Science employs more than 550 people worldwide.
- Our global capabilities include direct and indirect sales personnel and distribution in more than 100 countries and an extensive worldwide service network.
- Cardiac Science products are marketed under the Cardiac Science, Burdick, Powerheart, Quinton, and HeartCentrix brand names.
- Our AED products all have FDA 510(k) clearance, and Cardiac Science Corporation is ISO 13485 certified (effective 6/1/2009 with an expiry date of 5/31/2012; see Appendix 03).
- Our engineers design automated external defibrillators (AEDs) with some of the most technologically advanced features available in AEDs today.
- Cardiac Science takes pride in presenting the most comprehensive training and service offering in the industry. To date, we've implemented more than 20,000 AED programs.
- Now almost a century old, we weathered two World Wars, The Great Depression, oil embargoes, busts and booms. We're here for the long haul.

### 'Best Value Criteria' Compliance

We also believe that our offer meets or exceed the State of Oklahoma's 'best value criteria' as outlined in State of Oklahoma Statute Title 74, Section 85:

<b>"Best value criteria" per Section 85.2. Definitions</b>	<b>Cardiac Science Compliance</b>
<p>a. the acquisition's operational cost a state agency would incur,</p>	<p><input checked="" type="checkbox"/> To help NASPO Participating States achieve even greater cost efficiencies moving forward, we are offering pricing at the same level that NASPO Participating States currently receive for all AED's, accessories and services.</p> <p>For details, please refer to our Pricing Matrix Response included as Appendix 05.</p>
<p>b. the quality of the acquisition, or its technical competency,</p>	<p><input checked="" type="checkbox"/> Cardiac Science is a recognized leader in the implementation and management of AED Programs. Companies and government organizations alike have chosen Cardiac Science for our ability to provide a comprehensive AED device and program management solution.</p> <p>We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p>
<p>c. the reliability of the bidder's delivery and implementation schedules,</p>	<p><input checked="" type="checkbox"/> Our schedule for delivery of AED products and accessories exceeds industry standards. We fully expect that we can have NASPO Participating States' orders delivered within 14 days after receipt of order (ARO) for standard orders. Please note also:</p> <ul style="list-style-type: none"> <li>▪ Expedited delivery can be accomplished for large orders for NASPO Participating States in as little as three days, sometimes sooner.</li> </ul>
<p>d. the acquisition's facilitation of data transfer and systems integration,</p>	<p><input checked="" type="checkbox"/> We are a current NASPO vendor for AEDs and have relationships with many of NASPO's new Participating States. Any data transfer or systems integration needed will thus be more feasible with Cardiac Science.</p>

<b>"Best value criteria" per Section 85.2. Definitions</b>	<b>Cardiac Science Compliance</b>
<p>e. the acquisition's warranties and guarantees and the bidder's return policy,</p>	<p><input checked="" type="checkbox"/> We offer one of the longest device warranties in the industry at 7 years for both parts and labor for our Powerheart AEDs.</p> <p>If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies.</p> <p>Please refer to Appendix 02, Limited Warranty, for details.</p>
<p>f. the bidder's financial stability,</p>	<p><input checked="" type="checkbox"/> Our revenues for the 3rd Quarter of 2010 were \$34,480,000. For 2009, our total revenues were \$156,848,000.</p> <p>For additional information, including full financial statements and annual reports, please visit the Investors portion of our website at <a href="http://www.cardiacscience.com">www.cardiacscience.com</a>.</p> <p><b>Opto Circuits Acquisition</b> Information on the pending acquisition of Cardiac Science Corporation is provided as Appendix 04, Opto Circuits Acquisition Press Release.</p> <p>Please note also that Cardiac Science has an unused \$15M line of credit with our bank – this provides cash if necessary and also underscores the bank's confidence in the company</p>
<p>g. the acquisition's adherence to the state agency's planning documents and announced strategic program direction,</p>	<p><input checked="" type="checkbox"/> The State of Oklahoma Central Purchasing Division's mission is to "provide leadership and services for innovative, responsive, and accountable public procurement by working in partnership with ... suppliers to provide quality goods and services."</p> <p>We believe that Cardiac Science Corporation has helped and will continue to help the Central Purchasing Division successfully pursue this mission by continuing to provide the most reliable and technologically advanced AEDs available today.</p>

"Best value criteria" per Section 85.2. Definitions	Cardiac Science Compliance
<p><b>h. the bidder's industry and program experience and record of successful past performance with acquisitions of similar scope and complexity,</b></p>	<p><input checked="" type="checkbox"/> We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p> <p>We are a current NASPO vendor for AEDs and have relationships currently with many of NASPO's new Participating States.</p>
<p><b>i. the anticipated acceptance by user groups, and</b></p>	<p><input checked="" type="checkbox"/> We have more years of experience providing this full range of services and products than any other AED vendor. And, we provide our AED products and services to respected companies across the U.S. and worldwide.</p> <p>We are a current NASPO vendor for AEDs and have relationships with many of NASPO's new Participating States.</p>
<p><b>j. the acquisition's use of proven development methodology, and innovative use of current technologies that lead to quality results;</b></p>	<p><input checked="" type="checkbox"/> We maintain a comprehensive quality assurance and quality control program that includes documentation of all material specifications, operating procedures, equipment maintenance, and quality control methods. Our quality systems are based on and are in compliance with the requirements of the Quality Management Standards for Medical Devices and Related Services (ISO 13485:2003) and the applicable U.S. laws and regulations governing medical device manufacturers.</p> <p>The Cardiac Science Quality Management System (QMS) is organized around the management of five groupings of 19 processes with specific procedures for each. These procedures are designed to address all applicable requirements of ISO 13485, ISO 14971, The FDA Quality System Regulation, FDA Recall and Tracking Regulations, MDD, and the CMDR. Each primary operating procedure is mapped to the appropriate clause(s) of ISO 13485/Quality System Regulation and the FDA Quality System, recall and tracking regulations.</p> <p>Cardiac Science Corporation is ISO 13485 certified, effective 6/1/2009 with an expiry date of 5/31/2012. A copy of our Certificate of Registration is included as Appendix 03.</p>

**E.4.0.2. PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION WITH PROPOSAL RESPONSE FOR ORDERING ACTIVITIES:**

E.4.0.2.1. Minimum Order (if any):

E.4.0.2.2. Geographic Coverage (Delivery Area): 50 States, District of Columbia and Puerto Rico

E.4.0.2.3. Discount: Prices shown herein are Net (discount deducted).

E.4.0.2.4. Quantity Discounts prices shown herein are Net:

E.4.0.2.5. F.O.B. Point(s): Destination – 50 States.

E.4.0.2.6. Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: Accounts Receivable

E.4.0.2.7. Vendor Representative (sales representative or technical assistance for ordering state or jurisdiction)

E.4.0.2.8. Type of electronic catalog offered (URL for the above information)  
\_\_\_\_\_

E.4.0.2.9. Prices should reflect the net price offered for each item

**Cardiac Science Response:**

E.4.0.2.1. Minimum Order (if any): None

E.4.0.2.2. Geographic Coverage (Delivery Area): 50 States, District of Columbia and Puerto Rico

E.4.0.2.3. Discount: Prices shown herein are Net (discount deducted). - Comply

E.4.0.2.4. Quantity Discounts prices shown herein are Net: 30 days

E.4.0.2.5. F.O.B. Point(s): Destination – 50 States. - Comply

E.4.0.2.6. Payment Address: Cardiac Science CorporationDepartment 0587P.O. Box 120587Dallas, Texas 75312-0587Attn: Accounts Receivable

E.4.0.2.7. Vendor Representative (sales representative or technical assistance for ordering state or jurisdiction)

Customer Service/ Order placement

Phone: 800.426.0337 ext 2494

Fax: 425.402.2001

[customerservice@cardiacscience.com](mailto:customerservice@cardiacscience.com)

Technical Support

Phone: 888.466.8686

Fax: 425.402.2022

[techsupport@cardiacscience.com](mailto:techsupport@cardiacscience.com)

**E.4.0.2.8. Type of electronic catalog offered (URL for the above information)**

Current contract available through NASPO website at:

[http://www.dcs.state.ok.us/sw\\_contracts.nsf/6fe2a5d9256854f886256c63004e411e/bb5173c11c449bd386256c98006061ae?OpenDocument](http://www.dcs.state.ok.us/sw_contracts.nsf/6fe2a5d9256854f886256c63004e411e/bb5173c11c449bd386256c98006061ae?OpenDocument)

**E.4.0.2.9. Prices should reflect the net price offered for each item - Comply**

**E.11.0 TECHNICAL DOCUMENTATION:**

E.11.0.1. All products supplied must meet or exceed all provisions and specifications of the RFP. Accessories must be made of latex free materials. Technical documentation is required by this RFP to demonstrate compliance of the product offered with applicable technical requirements and to allow a proper assessment of the products to be provided by this contract.

**Cardiac Science Response:**

We have included with our proposal as Appendix 01 the technical documentation and descriptions necessary to demonstrate compliance of the products offered with the applicable technical requirements and to allow proper assessment of the products to be provided by this contract.

E.11.0.3. All technical documentation shall be marked with the contractor's name, address, and contract number, and Item ID number and must be provided with each product upon delivery.

**Cardiac Science Response:**

As required, all technical documentation provided with this bid is marked with our company name, address, contract number and Item ID number (part number).

All technical documentation necessary to operate our products will be provided with the delivery of each product.

## **Attachment (D) – Washington Special Terms**

### **5. Mercury content and preference**

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

#### **Cardiac Science Response:**

Cardiac Science Corporation certifies that the Automated External Defibrillator products we are bidding for the NASPO contract do not contain mercury.

### **7. Hazardous Materials**

Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

#### **Cardiac Science Response:**

All material data safety sheets for products deemed hazardous materials are included as Appendix 08.

## **Attachment (E) - Commonwealth of Virginia General and Special Terms and Conditions**

### **B. DISTRIBUTOR AUTHORIZATION/CONTRACTOR ELIGIBILITY**

Manufacturer's responding to the COV portion of this solicitation must designate a Virginia DMBE certified small business distributor for the COV. This designation must be presented in the form of an official letter (on Manufacturer Stationary) from the Manufacturer to the certified DMBE small business distributor stating the qualification and authorizing such distributor to sell, distribute, warranty, service, and repair the product line for which the Manufacturer is offering within the COV. Response must also contain a letter from the DMBE small business agreeing to be bound to all portions of the solicitation submitted by the manufacturer and any award. Such letter must accompany the solicitation response.

#### **Cardiac Science Response:**

Please find the following, included as Appendix 09:

- An official letter (on Cardiac Science Stationary) from Cardiac Science Corporation to SEK Solutions, a Virginia certified DMBE small business distributor, stating the qualification and authorizing SEK Solutions to sell, distribute, warranty, service, and repair the product line for which Cardiac Science is offering within the COV.
- A letter from SEK Solutions agreeing to be bound to all portions of the solicitation submitted by the manufacturer and any award.
- A copy of SEK Solution's Virginia DMBE small business certification.

### **S. WARRANTY & MAINTENANCE MANUALS**

Please attach Manufacturer's Warranty with solicitation response.

#### **Cardiac Science Response:**

For our Manufacturer's Warranty, please refer to Appendix 02, Limited Warranty. Please also refer to Appendix 10, Indemnification Policy.

**T. TRAINING**

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

**Cardiac Science Response:**

Cardiac Science Corporation agrees to provide a minimum of two (2) hour training to 25% of the purchasing agency's employees, as required. An instructional video is included with each AED at no cost.

**W. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

**Cardiac Science Response:**

The identification number issued to Cardiac Science Corporation by the State Corporation Commission (SCC) is SCC ID # F1674573.

## **ATTACHMENT (F) – State of New Jersey Standard Terms and Conditions**

### **3.12 Mergers and Acquisitions**

If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

#### **Cardiac Science Response:**

Cardiac Science Corporation was recently acquired by Opto Circuits. The required documentation will be submitted to the Director, Division of Purchase & Property, within 30 days after award of the NASPO contract.



**ATTACHMENT (G) – STATE OF MISSOURI DIVISION OF PURCHASING  
AND MATERIALS MANAGEMENT TERMS AND CONDITIONS**

**17. OFFSHORE REQUIREMENT:**

*Outside United States - If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.*

Are products and/or services being manufactured or performed at sites outside the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Describe and provide details:		



## ATTACHMENT (H) PRICING MATRIX

### Cardiac Science Response:

The Cardiac Science Corporation Pricing Matrix Response is included as Appendix 05.

## ATTACHMENT (I)

### I.1. Warranty Information:

Please include documentation concerning the warranty on each instrument and associated Supplies and accessories offered in this solicitation:

#### Cardiac Science Response:

We offer one of the longest device warranties in the industry at 7 years for both parts and labor for our G3 Plus devices. The battery for our G3 Plus has a 5-year shelf life and the industry's only full 4-year operational guarantee. ***This means that Cardiac Science guarantees the performance of its medical grade battery for the full 4-years from the date the battery is first installed into the device. It also has the ability to deliver 290 shocks. If it does not, Cardiac Science will replace the battery at no cost with a NEW 4-Year battery.***

Warranty information is included as Appendix 02, Limited Warranty. Please also refer to Appendix 10, Indemnification Policy.

### I.2. Value added Recommendations:

Please list any value added recommendations below.

#### Cardiac Science Response:

Components of our offer that we believe will add significant value for NASPO Participating States include:

- Innovative Product Features
- Superior Indemnification Coverage
- Product Reliability
- Services and Support
- The Integrity, Competency and Experience of Cardiac Science

How we add value in these areas is outlined briefly below.

### **Innovative Product Features**

Innovative product features of our Powerheart G3 product line include:

- Rescue Ready technology to **automatically** self-test all main components (battery, hardware, software, and pads) **daily**. It completes a partial charge of the high-voltage electronics **weekly**, and a full charge **monthly**. *These self tests are performed automatically and do not require any user intervention.*
- A choice between our G3 Plus **Fully Automatic** (*no shock button*) our **Semi-Automatic** (*push shock button*) or our G3 Pro with **Manual Override** (*designed for medical professionals*). Our fully automatic shock delivery system is our most popular device as it is designed to eliminate any reluctance that may occur when the rescuer is required to push a shock button.
- RescueCoach Technology that **enables even an untrained responder to perform clinically effective CPR similar to that of a trained provider**. We've included the recently published peer reviewed study from the University of Pennsylvania (Appendix 06) that provides this clinical evidence. RescueCoach includes a built-in metronome (which can be switched off) to set the pace for CPR compressions.
- Backlit text display that provides visual text instructions that mirror the voice prompts. The backlit text display also provides critical information for responding EMS personnel, such as: *number of shocks delivered, time elapsed and current count down time in CPR.*
- Non-polarized electrodes which allow for interchangeable pad placement. Either pad can be placed in either of the two locations shown!
- Our proprietary and advanced STAR biphasic technology **customizes** the defibrillation therapy for each and every individual patient by calculating each individual's thoracic impedance and, if subsequent shocks are necessary, **our proprietary STAR biphasic technology escalates** the energy to deliver therapy at an appropriate, higher level. In clinical trials, the Powerheart and its STAR biphasic technology have a first shock efficacy of 100%.
- ***The device knows when to (and when not to) deliver a defibrillation shock.***

Brochures and specifications are provided as Appendix 01.

### **Superior Indemnification Coverage**

NASPO Participating States will have the most comprehensive and thorough indemnification coverage policy available with Cardiac Science.

- Cardiac Science will indemnify **any person or entity** who purchases, rents, leases or **uses/deploys** an AED from Cardiac Science or one of its authorized distributors. This provides more coverage for responders such as civilians, employees, and visitors of NASPO Participating States – this policy is superior to the policies of competitors that cover only “trained/certified responders”.
- Coverage is effective for the period in which Cardiac Science is providing service and related support for AED models manufactured and deployed by Cardiac Science (provides much longer indemnification coverage than the industry standard, which typically is provided only during the device warranty period).
- Our indemnification coverage policy covers up to **\$10 million per AED, per location**.

Cardiac Science is here to help. ***You’d be hard pressed to find another AED company that provides you with the level of support we do.***

### **Product Reliability**

According to the FDA, AED device failure historically falls on 1) electrode failure and 2) battery malfunction. By choosing Cardiac Science, NASPO Participating States and its AED recipients within the community will be able to catch these potential issues PRIOR to a rescue attempt, as opposed to testing DURING a rescue attempt, which is standard for most AEDs. This is due to our devices providing for more thorough and automated daily self-testing of EACH critical AED component via our proprietary RescueReady Technology. Tests include:

- **Daily** automated self-tests to confirm presence and **function of electrodes** and wires, and test the battery, electrical circuitry and software.
- A **weekly** automated self-test with automated self-tests of the battery, electrical circuitry and software, plus a partial load capacitor charge of electronics.
- A **monthly** automated self-test of the battery, electrical circuitry and software, plus **a full load capacitor charge** and discharge test to ensure device readiness for rescue attempts.

### **The Support You Need**

NASPO Participating States can count on Cardiac Science moving forward for years to come. We're a proven global leader in the development of public access defibrillator (PAD) programs. And, we provide the consistent, local presence you need:

- We have a Certified AED Specialists located across the country. These specialists are highly trained and experienced and are available to provide consistent support and service and product training for NASPO Participating States.
- Technical assistance by toll-free phone line or email is available 24/7 at no additional cost. We have a technical support staff of 23 experienced and well trained individuals on hand during regular hours to provide the support you need. In addition, we have 5 Customer Service Representatives available to provide additional support.
- Device faults in the Powerheart G3 Plus AED are rare. If the device fault is not field-correctable (working with Technical Support), specialists will repair the device at our manufacturing facility in Deerfield, Wisconsin.
- Loaner units will be provided at no charge (at the customer's request) within 24 hours.
- If the device is under warranty, repairs will be made at no additional cost. When the 7-year device warranty expires, a diagnostic charge of \$195.00 applies, plus the cost of the repair (after customer authorization).
- ***No other AED manufacturer provides the access and level of support that Cardiac Science provides.***

To further enhance user and customer confidence in our AEDs, many customers opt to purchase our annual visit package for a higher level of service. Available program management options are provided as Appendix 07. Pricing for these options is included with our Pricing Matrix Response (Appendix 05). Our service plan option is described briefly below. Service plan pricing is provided with our Pricing Matrix Response (Appendix 05).

#### ***Cardiac Science Annual Service Plans***

A certified service technician will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries. (Up to 2 adult electrodes, 1 pediatric electrode and 1 battery per year). Part numbers for our service plan options are as follows:

- 9940-003 - Monthly AED Service Visit

- 9940-004 - Quarterly AED Service Visit
- 9940-002 - Semi-Annual AED Service visit
- 9940-001 - Annual AED Service Visit

### **The Integrity, Competency and Experience of Cardiac Science**

A sampling of what distinguishes Cardiac Science as a leader in the defibrillator and cardiology care markets includes:

- Our 2009 revenues totaled to \$139,236,000 in 2009. We have millions in cash on our balance sheet and no debt.
- Headquartered in Bothell, Washington, just north of Seattle, the company also has operations in California, Wisconsin, China, Central Europe, Denmark, France, and the United Kingdom.
- Cardiac Science employs more than 550 people worldwide.
- Our global capabilities include direct and indirect sales personnel and distribution in more than 100 countries and an extensive worldwide service network.
- Cardiac Science products are marketed under the Cardiac Science, Burdick, Powerheart, Quinton, and HeartCentrix brand names.
- Our AED products all have FDA 510(k) clearance, and Cardiac Science Corporation is ISO 13485 certified (effective 6/1/2009 with an expiry date of 5/31/2012; see Appendix 03).
- Our engineers design automated external defibrillators (AEDs) with some of the most technologically advanced features available in AEDs today.
- Cardiac Science takes pride in presenting the most comprehensive training and service offering in the industry. To date, we've implemented more than 20,000 AED programs.
- Now almost a century old, we weathered two World Wars, The Great Depression, oil embargoes, busts and booms. We're here for the long haul.

## **State of Ohio Terms and Conditions**

### **I. Equal Employment Opportunity**

The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site;

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

#### **Cardiac Science Response:**

A copy of the letter from the State of Ohio, Equal Opportunity Division (EOD) approving our company's affirmative action plan (AAP) is provided as Appendix 11.

This section includes the follow subsections which are included to provide NASPO Participating States with additional information of Cardiac Science, its products and strengths.

- COMPANY OVERVIEW
- FOCUS ON INNOVATION
- QUALITY MANAGEMENT APPROACH
- SERVICE OFFERINGS
- WARRANTY INFORMATION & TECHNICAL SUPPORT
- COMPREHENSIVE INDEMNIFICATION COVERAGE

This section is followed by our Appendices.

## COMPANY OVERVIEW

Cardiac Science Corporation, formed by the merger of Cardiac Science and Quinton Cardiology Systems on September 1, 2005, is a global leader in developing, manufacturing and marketing diagnostic and therapeutic cardiology products and services. The company's broad range of products include automated external defibrillators, electrocardiographs, stress test systems, Holter monitoring systems, hospital defibrillators, cardiac rehabilitation telemetry systems, patient monitor-defibrillators and cardiology data management systems. The company also sells a variety of related products and consumables, and provides a comprehensive portfolio of training, maintenance and support services.

### **Defibrillation Product Line**

Our principal defibrillation products include:

#### ***Public Access AEDs***

AEDs designed for public access are deployed in numerous settings, including educational institutions, federal, state and local municipal agencies, fire and police departments, ambulances, railroads, airports, airlines, military bases, hospitals, nursing homes, health clubs, physician and dental offices, and leading corporations. Our AEDs have also been chosen by many local governments and municipalities for use in community based PAD programs in cities such as London, England, San Diego, California, Miami, Florida, Minneapolis, Minnesota, St. Louis, Missouri, and throughout the state of Nevada.

Public access AEDs are available in both automatic and semi-automatic models with varying levels of cardiopulmonary resuscitation ("CPR") voice prompts. Our advanced voice prompts include detailed rescue code voice prompts and metronome guidance for CPR compressions which are designed to direct a minimally trained user through CPR and AED use to potentially save a life.

### ***Traditional Defibrillators***

Traditional defibrillators are typically positioned in the hospital at locations such as critical care and cardiac care units, emergency and operating rooms, electrophysiology labs, medical transport environments and alternate care facilities.

Our Powerheart ECD is a traditional hospital "crash cart" defibrillator. The product is designed for use in hospital settings by skilled medical personnel and incorporates our proprietary technology. The Powerheart ECD, which received 510(k) clearance in early 2006, is sold exclusively through GE Healthcare, a division of General Electric ("GE"). GE markets this product in North America and in the rest of the world as the GE Responder 2000.

### ***Professional AEDs***

Our professional AEDs are technologically advanced and are designed for use by sophisticated users of lifesaving equipment, such as hospital personnel, medical professionals, and emergency medical technicians. These products display the victim's heart rhythm on a built-in high resolution color ECG display and give professional users the option of delivering defibrillation shocks either semi-automatically or manually during the emergency treatment of a victim of sudden cardiac arrest. These products also include continuous cardiac monitoring capability via an ECG patient cable, multiple rescue data storage, clear and comprehensive voice prompts, infrared data transfer, and optional rechargeable batteries.

### ***Defibrillation Supplies and Accessories***

We provide an extensive line of supplies and accessories to support our customers' defibrillation programs. These include replacement electrodes and batteries, training devices, wall cabinets, carrying cases, and more.

### ***Services***

We provide a full range of AED training, maintenance, and support services. Our services include training in the use of AEDs and related training in CPR. We deliver these AED/CPR training services in the field through a U.S. field staff of over 120 part-time employees. We also provide medical direction

and information management necessary for AED users to be in compliance with various state laws and regulations.

### Company History

Cardiac Science has been providing cardiac care products to healthcare professionals since 1913. We invented the modern stress test, the single channel interpretive electrocardiograph (ECG), and the first fully automatic bedside defibrillator. Today, we design all our equipment with connectivity in mind to integrate with hospital information (HIS), electronic medical record (EMR), and other systems.

Key milestones in our development over the years as a company serving clients nationwide and globally include:

<b>1913</b>	F.F. Burdick established the Burdick Company.
<b>1953</b>	Wayne Quinton and Dr. Robert Bruce, together innovation forms the genesis of modern cardiac stress testing.
<b>2002</b>	Quinton Cardiology Systems goes public and in a year acquires Burdick.
<b>2001</b>	Cardiac Science Inc. acquires Survivalink and its STAR biphasic technology
<b>2005</b>	Cardiac Science Inc. and Quinton merge to become Cardiac Science Corporation.
<b>2010</b>	Acquisition (pending) by Opto Circuits

### Financial Stability

Our revenues for the 3<sup>rd</sup> Quarter of 2010 were \$34,480,000. For 2009, our total revenues were \$156,848,000.

For additional information, including full financial statements and annual reports, please visit the Investors portion of our website at [www.cardiacscience.com](http://www.cardiacscience.com).

### Opto Circuits Acquisition

Information on the pending acquisition of Cardiac Science Corporation is provided as Appendix 04, Opto Circuits Acquisition Press Release.



Please note also that Cardiac Science has an unused \$15M line of credit with our bank – this provides cash if necessary and also underscores the bank’s confidence in the company.

## FOCUS ON INNOVATION

To help ensure customers like NASPO Participating States have the most reliable and technology advanced AEDs available, the design of Cardiac Science AED equipment embodies the latest approved design practices. All Powerheart G3 models have FDA 510(k) clearance and include the following technologically advanced features:

- Rescue Ready technology to **self-test all main components** (battery, hardware, software, and pads) daily. It completes a partial charge of the high-voltage electronics weekly, and a full charge monthly.
- Calculates electrical impedance and if subsequent shocks are necessary, **our proprietary STAR biphasic technology** escalates the energy to deliver therapy at an appropriate, higher level.
- A built-in metronome to set the pace for CPR compressions.
- **The device knows when to (and when not to) deliver a defibrillation shock.**

## QUALITY MANAGEMENT APPROACH

We maintain a comprehensive quality assurance and quality control program that includes documentation of all material specifications, operating procedures, equipment maintenance, and quality control methods. Our quality systems are based on and are in compliance with the requirements of the Quality Management Standards for Medical Devices and Related Services (ISO 13485:2003) and the applicable U.S. laws and regulations governing medical device manufacturers.

The Cardiac Science Quality Management System (QMS) is organized around the management of five groupings of 19 processes with specific procedures for each. These procedures are designed to address all applicable requirements of ISO 13485, ISO 14971, The FDA Quality System Regulation, FDA Recall and Tracking Regulations, MDD, and the CMDR. Each primary operating procedure is mapped to the appropriate clause(s) of ISO 13485/Quality System Regulation and the FDA Quality System, recall and tracking regulations.

Cardiac Science Corporation is ISO 13485 certified, effective 6/1/2009 with an expiry date of 5/31/2012. A copy of our Certificate of Registration is included as Appendix 01.

The 510(k) clearance numbers issued by the FDA for our Powerheart G3 products are as follows:

Model Number	Model Name	510(k) Clearance Number
9300A-501	Powerheart G3 Automatic	K040438
9300E-501	Powerheart G3 Semi-Automatic	K031897
9300P-501	Powerheart G3 Plus	K040637
9390A-501	Powerheart G3 Plus Automatic	K060934
9390E-501	Powerheart G3 Plus Semi-Automatic	K060934

Our manufacturing facility is located in Deerfield, Wisconsin.

## SERVICE OFFERINGS

***No other AED manufacturer provides the access and level of support that Cardiac Science provides:***

- We have a Certified AED Specialists located across the country. These specialists are highly trained and experienced and are available to provide consistent support and service and product training for NASPO Participating States.
- Technical assistance by toll-free phone line or email is available 24/7 at no additional cost. We has a technical support staff of 23 experienced and well trained individuals on hand during regular hours to provide the support you need. In addition, we have 5 Customer Service Representatives available to provide additional support.
- Device faults in the Powerheart G3 AED are rare. If the device fault is not field-correctable (working with Technical Support), specialists will repair the device at our manufacturing facility in Deerfield, Wisconsin.
- Loaner units will be provided at no charge (at the customer's request) within 24 hours.
- If the device is under warranty, repairs will be made at no additional cost. When the 7-year device warranty expires, a diagnostic charge of \$195.00 applies, plus the cost of the repair (after customer authorization).

Many customers opt to purchase our annual visit package for a higher level of service. Our available program management options are listed in Appendix 08. Our service plan option is described briefly below. Service plan pricing is provided with our Pricing Matrix response, included as Appendix 05.

### ***Cardiac Science Annual Service Plans***

A certified service technician will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries. Part numbers for our service plan options are as follows:

- 9940-003 - Monthly AED Service Visit
- 9940-004 - Quarterly AED Service Visit
- 9940-002 - Semi-Annual AED Service visit
- 9940-001 - Annual AED Service Visit

## WARRANTY INFORMATION & TECHNICAL SUPPORT

Powerheart AEDs are covered by a 7-year device repair/replace warranty (parts & labor). In the unlikely event your Powerheart AEDs requires repair, there is no charge for device repairs during the warranty period. Additionally, a loaner device will be provided at no charge (at the customer's request) within 24 hours of the reported failure of a device covered under warranty.

If technical assistance is necessary, our service technicians will first attempt to resolve your issue via toll free phone. If necessary, we will arrange for return of your AED for repair or replacement. *\*Please have serial and model numbers available when phoning. You can find these numbers on the underside of the AED unit.*

You can call on our Service Technicians 24 hours a day, 7 days a week.

### *24-Hour Response Emergency*

Phone: 1-800-426-0337 or 888-466-8686 or 800.991.5465

Fax: 425-402-2022

Email: [techsupport@cardiacscience.com](mailto:techsupport@cardiacscience.com)

Device faults in the Powerheart G3 AED are rare. If the device fault is not field-correctable (working with Technical Support), specialists will repair the device at our manufacturing facility in Deerfield, Wisconsin:

Cardiac Science Corporation  
500 Burdick Parkway  
Deerfield, WI 53531

**RETURN INSTRUCTIONS:** *\*Please obtain a Return Material Authorization (RMA) number prior to returning your equipment for repair. Note the RMA number on the outside of your box to be sure your device is properly routed and promptly repaired.*

Upon receipt of your equipment, you can expect a 2-week turn-a-round time (including shipping) for repair and return of your device. When the 7-year device warranty expires, a diagnostic charge of \$195.00 applies, plus the cost of the repair (after customer authorization).

## COMPREHENSIVE INDEMNIFICATION COVERAGE

In addition, by choosing Cardiac Science's G3 Plus, NASPO Participating States will have the most comprehensive and thorough indemnification coverage policy available with Cardiac Science:

- Cardiac Science will indemnify **any person or entity** who purchases, rents, leases or **uses/deploys** an AED from Cardiac Science or one of its authorized distributors. This provides more coverage for responders such as civilians, employees, and visitors of NASPO Participating States – this policy is superior to the policies of competitors that cover only “trained/certified responders”.
- Coverage is effective for the period in which Cardiac Science is providing service and related support for AED models manufactured and deployed by Cardiac Science (provides much longer indemnification coverage than the industry standard, which typically is provided only during the device warranty period).
- Our indemnification coverage policy covers up to \$10 million per AED, per location.

Cardiac Science is here to help. ***You'd be hard pressed to find another AED company that provides you with the level of support we do.***

Please see Appendix 10, Indemnification Policy, for details.

## LIST OF APPENDICES

### 01 Brochures and Specifications for AEDs and Accessories

*Powerheart G3 Plus Brochure*

*Powerheart G3 Plus Fully Automatic Specifications*

*Powerheart G3 Plus Semi-Automatic Specifications*

*Powerheart G3 Pro Brochure*

*Powerheart G3 Pro Specifications*

*Powerheart AED G3 Accessories and Supplies Brochure*

*Storage Solutions Data Sheet & Brochure*

*Powerheart G3 Trainer Brochure*

### 02 Limited Warranty

### 03 ISO 13485 Certificate of Registration

### 04 Opto Circuits Acquisition Press Release

### 05 Pricing Matrix Response

### 06 High Quality CPR Study – University of Pennsylvania

### 07 Program Management Brochure

### 08 MSDS Sheets

### 09 Virginia DMBE Certification Documents

### 10 Indemnification Policy

### 11 State of Ohio Letter Approving Cardiac Science AAP

### 12 Workers' Compensation Insurance Coverage Certificate

## **APPENDIX 01 – BROCHURES AND SPECIFICATIONS FOR AEDS AND ACCESSORIES**

This appendix begins on the page that follows.

# The POWERHEART® AED G3 Plus

Our flagship automated external defibrillator, complete with RescueCoach™ and CPR metronome to pace chest compressions

## Appropriate Locations

- Work places
- Transportation
- Sporting venues
- Schools
- Retail & hotels
- Recreation facilities
- Places of worship
- Any public place

## Primary Benefits

**Reliability.** The device is Rescue Ready®, meaning it self-tests daily to ensure it works when you need it.

### Ease of Use.

- The RescueCoach™ voice prompts and metronome guide you through a very stressful rescue situation.
- The device knows when to (and when not to) deliver the shock.
- The text screen lends extra help in noisy and chaotic environments.

**Assurance.** The unit has a 7-year warranty and a 4-year full battery replacement guarantee.



## Rescue Ready® performance sets Powerheart AEDs apart

Our Rescue Ready technology distinguishes us among competitors.

- + Every day, to ensure anytime functionality, the AED self checks all main components (battery, hardware, software, and pads).
- + Every week, the AED completes a partial charge of the high-voltage electronics.
- + Every month, the AED charges the high-voltage electronics to full energy.

If anything is amiss, the Rescue Ready status indicator on the handle changes from green to red and the device will emit an audible alert to prompt the user to service the unit. In sum, a Powerheart AED is Rescue Ready when a life depends on it.

## Most anyone can operate a Powerheart AED G3 Plus

In the chaos that follows sudden cardiac arrest, concerned but untrained people are hesitant to intervene. Will they know what to do? There's a life on the line!

We designed the Powerheart AED G3 Plus with RescueCoach™ voice prompts to talk rescuers through the steps.

- + When the rescuer applies the pads, the device analyzes the heart rhythm and "knows" when to deliver (or not deliver) the shock.
- + The shock is delivered automatically, with no button to push, and no human intervention. (We also make a semi-automatic version.)
- + After the shock, the unit prompts for CPR with a built-in metronome that sets the pace for proper chest compressions.

In a University of Pennsylvania simulated rescue study, the AED G3 Plus helped untrained adults deliver CPR of a quality similar to that of trained professionals.<sup>1</sup>

<sup>1</sup> Peer reviewed study by Benjamin S Abella et. al. "Untrained Volunteers Perform High Quality CPR When using an Automatic External Defibrillator with a CPR Voice Prompting Algorithm," *Circulation*, 2007; 116:H\_437.

# The POWERHEART® AED G3 Plus

TECHNICAL SPECIFICATIONS	
<b>DEFIBRILLATOR</b> Operations Waveform Allowable Energy Range (J) Protocols Factory default (nominal) Voice prompts CPR cadence Text screen Visible indicators Audible alerts Synchronized shock Pacemaker pulse detection Programmable Pediatric capability Warranty	9390A (fully automatic version) and 9390E (semi-automatic version) STAR® biphasic truncated exponential Escalating Variable Energy (VE) 95J to 351J 5 energy protocols available 200VE, 300VE, 300VE RescueCoach voice instructions guide user confidently through rescue process Metronome for compression frequency Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display Voice prompt, system alert Built-in automatic synchronization feature Yes Yes, via MDLink® Yes 7 years
<b>PADS</b> Minimum combined surface area Extended length of lead wire Supplied Type Shelf life	228 cm² (35.3 sq in) 1.3 m (4.3 ft) Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads 2 years
<b>BATTERY</b> Type Guarantee	IntelliSense® lithium battery 4-year, full operational replacement
<b>AUTOMATIC SELF-TESTS</b> Daily Weekly Monthly	Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
<b>EVENT DOCUMENTATION</b> Type Internal memory ECG playback Communications Clock synchronization	Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality Viewable via Rescuelink® software via PC Serial port or USB (via adapter) for PC with Windows Rescue event time stamp of event data
<b>DIMENSIONS (H x D x W)</b>	8 cm x 31 cm x 27 cm (3.3 in x 12.4 in x 10.6 in)
<b>WEIGHT</b>	3.1 kg (6.6 lb)
<b>MODEL NUMBERS</b> 9390A-501 9390E-501	Powerheart AED G3 Plus Automatic with 2005 AHA/ERC Guidelines protocols Powerheart AED G3 Plus Semi-Automatic with 2005 AHA/ERC Guidelines protocols  Each AED package includes (1) defibrillator, (1) IntelliSense battery (9146), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit including CD-Rom with AED Manual, Training Video, Rescuelink and MDLink, and serial communication cable

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# Powerheart G3<sup>®</sup> Plus Automatic (9390A) External Defibrillator With Biphasic Waveform

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

## 1 Operation and Use:

- 1.1 AED shall deliver a shock (if required) without requiring the operator to push a button.
- 1.2 Electrodes shall always be installed and ready to use in AED prior to rescue.
- 1.3 Electrodes shall be non-polarized and interchangeable allowing the user to place either electrode in the proper body position.
- 1.4 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner based on the 2005 AHA/ERC Guidelines for CPR and defibrillation.
- 1.5 AED shall have a backlit LCD text display, which features elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.6 AED shall have pediatric capability with the use of pediatric electrodes.
- 1.7 AED shall have 0.08mV Asystole threshold, baseline to peak.
- 1.8 AED shall have Rescue Coach™ voice instructions to guide user through rescue process.
- 1.9 AED shall have CPR Cadence device with a metronome sound or verbal prompt, "Press," to guide compression frequency.

## 2 Waveform/Algorithm:

- 2.1 AED shall utilize a single-shock sequence of "variable" escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (25 Ohms-180 Ohms).
- 2.3 AED shall offer multiple programmable energy settings: 200VE-300VE-300VE, 200VE-200VE-300VE, 150VE-200VE-200VE, 150VE-150VE-200VE, and 200VE-200VE-200VE.
- 2.4 AED shall provide an allowable energy range of 95J-351J depending on programmed energy settings and patient impedance.
- 2.5 Waveform shall be Biphasic Truncated Exponential.
- 2.6 Waveform shall compensate for a patient's impedance level.
- 2.7 Waveform shall respond to patient's Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances<sup>1</sup>.
- 2.8 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.9 AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.10 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and enter the CPR mode.
- 2.11 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

<sup>1</sup> STAR Biphasic Waveform—Optimized Energy Delivery for Successful Defibrillation White Paper, pp. 3-5, p/n 400781, Rev 03, 2002

## **Powerheart G3<sup>®</sup> Plus Automatic (9390A) External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

### **3 Automated Self Tests:**

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- 3.2 AED shall perform a weekly automated self-test to test battery, electrical circuitry and software, plus a partial charge of 25 Joules.
- 3.3 AED shall perform a monthly automated self-test to test battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for full-scale rescue attempts.
- 3.4 AED shall warn user with visual and audible alerts at a minimum of 70 dBA if the system fails any of the automated self-tests and is not ready for use.
- 3.5 The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is low.
- 3.6 AED shall perform an automatic self-test when the lid of the device is opened.
- 3.7 The AED visual status indicator should be visible even when battery is completely discharged.

### **4 Electrodes:**

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached wires and a connector.
- 4.3 Electrodes shall be disposable.
- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 Electrodes shall be non-polarized and be interchangeable
- 4.6 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.7 Each electrode shall have a minimum surface area of 114 cm<sup>2</sup>, with a combined surface area of 228 cm<sup>2</sup>.
- 4.8 Electrode wire shall have a nominal length of 1.3 m.
- 4.9 Electrodes shall be compatible when using Cardiac Science manufactured adapters, with Quik-Combo™ and Zoll Stat-Padz™ systems allowing electrodes to be used with ALS defibrillators.

### **5 Battery:**

- 5.1 AED shall use one, non-rechargeable extended life lithium battery for operation (called Cardiac Science Extended Life Intellisense<sup>®</sup> Lithium Battery).
- 5.2 Typical capacity of a new battery shall be able to provide at least 290 discharges at 20°C.
- 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
- 5.4 AED shall incorporate a SmartGauge Battery Status Indicator notifying the end user of battery capacity during use in quarter life increments.
- 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date and shocks provided, etc.).
- 5.6 Battery shall be “operationally” warranted for four (4) years from date of installation into a Powerheart G3 AED.

## **Powerheart G3<sup>®</sup> Plus Automatic (9390A) External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

### **6 ECG Recording and Information Documentation:**

- 6.1 AED shall provide 60 minutes of internal event documentation.
- 6.2 AED shall provide multiple rescue functionality.
- 6.3 AED shall permit ECG and event information to be downloaded via a serial cable to a Windows<sup>®</sup> based PC after a rescue.
- 6.4 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 6.5 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & SVT, Variable energy protocol options, energy level after conversion, etc.
- 6.6 Data transfer, review and management software and required cables shall be included with each AED.

### **7 Physical and Environmental:**

- 7.1 AED weight shall not exceed 6.6 lbs. (14.52 kg), which includes AED, battery and electrodes.
- 7.2 AED shall be water and foreign object resistant to a minimum of IEC 60529, IP24 certification levels.
- 7.3 AED shall have a molded handle formed in the case for easy portability.
- 7.4 Dimensions of AED shall not exceed 3.3 in. (8.4 cm) in height, 10.6 in. (26.9 cm) in width and 12.4 in. (31.5 cm) in length.
- 7.5 AED shall be capable of operating and stand-by in temperatures ranging from 0°C to +50°C (32°F to +122°F), and relative humidity ranging from 5%-95% (non-condensing).
- 7.6 AED without battery and electrodes shall be able to withstand storage at -30°C to +65°C (-22°F to +149°F).
- 7.7 AED shall meet or exceed IEC 55011/CISPR 11, Group 1, Class B specifications for EM (radiated).
- 7.8 AED shall meet or exceed ANSI/AAMI DF39, <0.5mT on surface, except within 5 cm of the lid magnet and the speaker.
- 7.9 AED shall meet or exceed IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M).
- 7.10 AED shall meet or exceed IEC 61000-4-8, 80A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz-1320Hz immunity tests (magnetic).
- 7.11 AED shall meet or exceed IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).
- 7.12 AED shall meet or exceed IEC 60068-2-32 one meter free fall drop test.
- 7.13 AED shall meet or exceed IEC 60068-2-29 bump test, 40g and 6000 bumps.
- 7.14 AED shall meet or exceed IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012 g<sup>2</sup>/Hz.
- 7.15 AED shall meet or exceed IEC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150Hz, 2g.

## **Powerheart G3<sup>®</sup> Plus Automatic (9390A) External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

### **8 Program Implementation:**

- 8.1 Program will provide Medical Direction / Medical Prescription as required by State Laws.
- 8.2 CPR/AED training shall be provided by trainers employed by the AED manufacturer.
- 8.3 Training will consist of 4 hours of American Heart Association Heartsaver CPR/AED instruction.
- 8.4 All training materials (books, certification cards and mannequins) to be provided by the AED manufacturer.
- 8.5 CPR/AED certification will be for 2 years.
- 8.6 Instructors will consist of Paramedics, EMTs or Nurses.
- 8.7 Student to CPR/AED practice mannequin shall be a 1-1 ratio.
- 8.8 Program will track AEDs by location and serial number.
- 8.9 Program will provide tracking of training roster, certification dates & recertification.
- 8.10 Program shall provide e-mail reminder notices to site contact regarding recertification scheduling, check/order battery, and re-order pads prior to expiration.
- 8.11 Program will train up to 10 students per class per location.

### **9 Technical Service/Warranty:**

- 9.1 AED shall require no yearly planned service or calibration regardless of frequency of use.
- 9.2 AED shall have a 7-year warranty on defects in materials and workmanship.
- 9.3 IntelliSense lithium battery shall have a full replacement operating warranty for four (4) years from date of installation.
- 9.4 Technical service shall be available 24 hours per day, 7 days per week, 365 days per year.

# Powerheart G3® Plus AED Semi-Automatic (9390E) External Defibrillator With Biphasic Waveform

## AHA/ERC 2005 Guidelines Protocol Bid Specifications

### 1 Operation and Use:

- 1.1 Electrodes shall always be installed and ready to use in AED prior to rescue.
- 1.2 Electrodes shall be non-polarized and interchangeable allowing the user to place either electrode in the proper body position.
- 1.3 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner based on the 2005 AHA/ERC Guidelines for CPR and defibrillation.
- 1.4 AED shall have a backlit LCD text display, which features elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.5 AED shall have pediatric capability with the use of pediatric electrodes.
- 1.6 AED shall have 0.08mV Asystole threshold, baseline to peak.
- 1.7 AED shall have Rescue Coach™ voice instructions to guide user through rescue process.
- 1.8 AED shall have CPR Cadence device with a metronome sound or verbal prompt, “press,” to guide compression frequency.

### 2 Waveform/Algorithm:

- 2.1 AED shall utilize a single-shock sequence of “variable” escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (25 Ohms-180 Ohms).
- 2.3 AED shall offer multiple programmable energy settings: 200VE-300VE-300VE, 200VE-200VE-300VE, 150VE-200VE-200VE, 150VE-150VE-200VE, and 200VE-200VE-200VE.
- 2.4 AED shall provide an allowable energy range of 95-351J depending on programmed energy settings and patient impedance.
- 2.5 Waveform shall be Biphasic Truncated Exponential.
- 2.6 Waveform shall compensate for a patient’s impedance level.
- 2.7 Waveform shall respond to patient’s Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances<sup>1</sup>.
- 2.8 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.9 AED shall automatically synchronize delivery of a defibrillation shock with the patient’s electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.10 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and enter the CPR mode.
- 2.11 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

<sup>1</sup>STAR Biphasic Waveform- Optimized Energy Delivery for Successful Defibrillation White Paper, pp. 3-5, p/n 400781, Rev 03, 2002

# Powerheart G3® Plus AED Semi-Automatic (9390E) External Defibrillator With Biphasic Waveform

AHA/ERC 2005 Guidelines Protocol

## Bid Specifications

### 3 Automated Self Tests:

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- 3.2 AED shall perform a weekly automated self-test to test battery, electrical circuitry and software, plus a partial charge of 25 Joules.
- 3.3 AED shall perform a monthly automated self-test to test battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for full-scale rescue attempts.
- 3.4 AED shall warn user with visual and audible alerts at minimum of 70dBA if the system fails any of the automated self-tests and is not ready for use.
- 3.5 The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is low.
- 3.6 AED shall perform an automatic self-test when the lid of the device is opened.
- 3.7 The AED visual status indicator should be visible even when battery is completely discharged.

### 4 Electrodes:

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached wires and a connector.
- 4.3 Electrodes shall be disposable.
- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 Electrodes shall be non-polarized and be interchangeable.
- 4.6 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.7 Each electrode shall have a minimum surface area of 114 cm<sup>2</sup>, with a combined surface area of 228 cm<sup>2</sup>.
- 4.8 Electrode wire shall have a nominal length of 1.3 m.
- 4.9 Electrodes shall be compatible when using Cardiac Science manufactured adapters, with Quik-Combo™ and Zoll Stat-Padz™ systems allowing electrodes to be used with ALS defibrillators.

### 5 Battery:

- 5.1 AED shall use one, non-rechargeable extended life lithium battery for operation (called Cardiac Science Extended Life Intellisense® Lithium Battery).
- 5.2 Typical capacity of a new battery shall be able to provide at least 290 discharges at 20°C.
- 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
- 5.4 AED shall incorporate a SmartGauge Battery Status Indicator notifying the end user of battery capacity during use in quarter life increments.
- 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date and shocks provided).
- 5.6 Battery shall be “operationally” warranted for four (4) years from date of installation into a Powerheart G3 AED.

# Powerheart G3® Plus AED Semi-Automatic (9390E) External Defibrillator With Biphasic Waveform

## AHA/ERC 2005 Guidelines Protocol Bid Specifications

### 6 ECG Recording and Information Documentation:

- 6.1 AED shall provide 60 minutes of internal event documentation.
- 6.2 AED shall provide multiple rescue functionality.
- 6.3 AED shall permit ECG and event information to be downloaded via a serial cable to a Windows® based PC after a rescue.
- 6.4 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 6.5 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & SVT, Variable energy protocol options, energy level after conversion, etc.
- 6.6 Data transfer, review and management software and required cables shall be included with each AED.

### 7 Physical and Environmental:

- 7.1 AED weight shall not exceed 6.6 lbs. (14.52 kg), includes AED, battery and electrodes.
- 7.2 AED shall be water and foreign object resistant to a minimum of IEC 60529 IP24 certification levels.
- 7.3 AED shall have a molded handle formed in the case for easy portability.
- 7.4 Dimensions of AED shall not exceed 3.3 in. (8.4 cm) in height, 10.6 in. (26.9 cm) in width and 12.4 in. (31.5 cm) in length.
- 7.5 AED shall be capable of operating and stand-by in temperatures ranging from 0°C to +50°C (32°F to +122°F), and relative humidity ranging from 5%-95% (non-condensing).
- 7.6 AED without battery and electrodes shall be able to withstand storage at -30°C to +65°C (-22°F to +149°F).
- 7.7 AED shall meet or exceed IEC 55011/CISPR 11, Group 1, Class B specifications for EM (radiated).
- 7.8 AED shall meet or exceed ANSI/AAMI DF39, <0.5mT on surface, except within 5cm of the lid magnet and the speaker.
- 7.9 AED shall meet or exceed IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M).
- 7.10 AED shall meet or exceed IEC 61000-4-8; 80 A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz-1320Hz immunity tests (magnetic).
- 7.11 AED shall meet or exceed IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).
- 7.12 AED shall meet or exceed IEC 60068-2-32 one meter free fall drop test.
- 7.13 AED shall meet or exceed IEC 60068-2-29 bump test, 40g and 6000 bumps.
- 7.14 AED shall meet or exceed IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012 g<sup>2</sup> /Hz.
- 7.15 AED shall meet or exceed IEC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150Hz, 2g.

# **Powerheart G3® Plus AED Semi-Automatic (9390E)**

## **External Defibrillator With Biphasic Waveform**

### **AHA/ERC 2005 Guidelines Protocol**

### **Bid Specifications**

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#### **8 Program Implementation:**

- 8.1 Program will provide Medical Direction / Medical Prescription as required by State Laws.
- 8.2 CPR / AED training shall be provided by trainers employed by the AED manufacturer.
- 8.3 Training will consist of 4 hours of American Heart Association Heartsaver CPR / AED instruction.
- 8.4 All training materials (books, certification cards and mannequins) to be provided by the AED manufacturer.
- 8.5 CPR / AED certification will be for 2 years.
- 8.6 Instructors will consist of Paramedics, EMTs or Nurses.
- 8.7 Student to CPR / AED practice mannequin shall be a 1-1 ratio.
- 8.8 Program will track AEDs by location and serial number.
- 8.9 Program will provide tracking of training roster, certification dates & recertification.
- 8.10 Program shall provide e-mail reminder notices to site contact regarding recertification scheduling, check/order battery, and re-order pads prior to expiration.
- 8.11 Program will train up to 10 students per class per location.

#### **9 Technical Service/Warranty**

- 9.1 AED shall require no yearly planned service or calibration regardless of frequency of use.
- 9.2 AED and battery shall have a 7-year warranty on defects in materials and workmanship.
- 9.3 IntelliSense lithium battery shall have a full replacement operating warranty for four (4) years from date of installation.
- 9.4 Technical service shall be available 24 hours per day, 7 days per week, 365 days per year.

# The POWERHEART® AED G3 Pro®

Our fully-equipped automated external defibrillator for medical professionals

## Primary Users

EMS responders, hospitals,  
and medical professionals

## Primary Benefits

**Control.** The semi-automatic operation, manual override option, and 3-lead ECG monitoring capability give you the tools you need to be in complete control.

**Reliability.** The device is Rescue Ready®, meaning it self-tests daily to ensure it works when you need it.

### Ease of use.

- The color ECG display (an industry first) shows critical patient information.
- The built-in metronome (which can be switched off) can set the pace for CPR compressions.
- In AED mode, the device knows when to (and when not to) deliver a shock.
- You can choose between rechargeable and non-rechargeable battery options.

**Assurance.** The G3 Pro comes with a 7-year warranty, one of the longest in the industry.



## Rescue Ready® performance sets Powerheart AEDs apart

Our Rescue Ready technology distinguishes us among competitors.

- + Every day, to ensure anytime functionality, the AED self checks all main components (battery, hardware, software, and pads).
- + Every week, the AED completes a partial charge of the high-voltage electronics.
- + Every month, the AED charges the high-voltage electronics to full energy.

If anything is amiss, the Rescue Ready status indicator on the handle changes from green to red and the device will emit an audible alert to prompt the user to service the unit. In sum, a Powerheart AED is Rescue Ready when a life depends on it.

## Join the LA County Fire Department – equip your units with Powerheart AEDs

Los Angeles County Fire, the Australian Defence Force, and many others protect millions of lives. They chose the Powerheart AED G3 Pro to equip their units.

The G3 Pro is designed for medically trained EMS responders. It uses a proprietary analysis algorithm (RHYTHMx™) to proactively monitor for life-threatening arrhythmias so you can take control when necessary.

- + The color ECG displays the victim's heart rate, waveform, number of shocks delivered, and the elapsed rescue time – exactly what emergency workers need to know.
- + Our escalating STAR® biphasic technology customizes defibrillation therapy for each patient.
- + Features include non-committed shock, pacemaker detection, and synchronized shock.

Choose the professional AED so many others have chosen: the Powerheart AED G3 Pro.

# The POWERHEART® AED G3 Pro®

TECHNICAL SPECIFICATIONS	
<b>DEFIBRILLATOR</b> Operations Waveform Allowable Energy Range (J) Protocols Factory default (nominal) Control buttons Voice prompts Display content  Display specifications  Visible indicators Audible alerts Synchronized shock Pacemaker pulse detection Programable Pediatric capability Warranty	Semi-automatic with manual override STAR® biphasic truncated exponential Escalating Variable Energy (VE) 95J to 351J 5 energy protocols available 200VE, 300VE, 300VE Shock button and manual override Clear, concise voice prompts guide user through the rescue Displays written instructions to guide user through rescue process, SmartGauge battery status indicator, service indicator, pad indicator, text display, ECG display 3.5 in (8.9 cm) diagonal transreflective TFT display with 320 x 240 pixels (quarter VGA). Resolution is 113.5 dots/in (4.47 dots/mm) Rescue Ready status indicator Voice prompt, system alert Built-in automatic synchronization feature Yes Yes, via MDLink® Yes 7 years
<b>PADS</b> Minimum combined surface area Extended length of lead wire Supplied Type Shelf life	35.3 sq in (228 cm <sup>2</sup> ) 4.3 ft (1.3 m) Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, defibrillation pads 2 years
<b>BATTERY OPTIONS</b> Type Warranty  Type Warranty	9145 IntelliSense® lithium battery 1-year, or 12 hours of use whichever occurs first  9144 rechargeable battery 1-year
<b>AUTOMATIC SELF-TESTS</b> Daily Weekly Monthly	Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
<b>EVENT DOCUMENTATION</b> Type Internal memory ECG playback Communications Clock synchronization	Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality Viewable via Rescuelink® software via PC Serial port or USB (via adapter) for PC with Windows Rescue event time stamp of event data
<b>DIMENSIONS (H x D x W)</b>	3.3 in x 12.4 in x 10.6 in (8 cm x 31 cm x 27 cm)
<b>WEIGHT</b>	6.6 lb (3.1 kg)
<b>MODEL NUMBERS</b> 9300P-501  9300P-601	Powerheart AED G3 Pro Automated External Defibrillator Each AED package includes: (1) defibrillator, (1) IntelliSense battery (9145), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit: includes Quick Start Guide, CDROM with AED Manual, Training Video, Rescuelink and MDLink  Powerheart AED G3 Pro Automatic External Defibrillator with Rechargeable Battery. Battery charger sold separately Each AED package includes: (1) defibrillator, (1) Rechargeable Battery (9144), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, Rescuelink and MDLink

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# Powerheart® AED G3 Pro Automated External Defibrillator With Biphasic Waveform

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

## 1 Operation and Use:

- 1.1 AED shall have three operating modes: AED Mode, Manual Mode and ECG Monitoring Mode.
- 1.2 AED shall require an operator to push no more than one shock button during a rescue in AED Mode.
- 1.3 AED shall allow Advanced Life Support rescuers to initiate Manual Override functionality to determine a shockable rhythm and deliver a defibrillation shock if desired.
- 1.4 AED shall have option for manual function, programmable by the medical director
- 1.5 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner based on the 2005 AHA/ERC Guidelines for CPR and defibrillation.
- 1.6 AED shall allow Advanced Life Support rescuers to administer ongoing 3-lead ECG monitoring to a conscious and breathing patient via optional ECG cable (Lead II).
- 1.7 Electrodes shall be installed and ready to use in AED prior to rescue.
- 1.8 AED shall have a full color TFT display, which features text prompts, ECG, heart rate, battery capacity, visual impedance indicator, elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.9 AED shall automatically analyze patient ECG and signal quality using automatic algorithms to determine if a shock is required.
- 1.10 AED shall have pacemaker pulse detection capability.
- 1.11 AED shall have pediatric defibrillation capability.
- 1.12 AED shall have 0.08mV Asystole threshold, baseline to peak.

## 2 Waveform/Algorithm:

- 2.1 AED shall utilize escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (25 Ohms-180 Ohms).
- 2.3 AED shall offer multiple programmable energy settings: 200VE-300VE-300VE, 200VE-200VE-300VE, 150VE-200VE-200VE, 150VE-150VE-200VE, 200VE-200VE-200VE.
- 2.4 AED shall provide an allowable energy range of 95J-351J depending on programmed energy settings and patient impedance.
- 2.5 Waveform shall be Biphasic Truncated Exponential.
- 2.6 Waveform shall actively compensate for a patient's impedance level.
- 2.7 Waveform shall respond to patient's Cellular Response Curve<sup>1</sup>.
- 2.8 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.9 AED shall have the capability to program detection rates for VF/VT (can be programmed by medical directors or their designees using MDLink software).
- 2.10 AED shall have a SVT therapy option (can be programmed by medical director or their designee using MDLink software)
- 2.11 AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.12 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and reanalyze the victim's heart rhythm (non-committed shock feature).
- 2.13 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

<sup>1</sup>STAR Biphasic Waveform—Optimized Energy Delivery for Successful Defibrillation White Paper, pp. 3-5, p/n 400781, Rev 03, 2002

# **Powerheart<sup>®</sup> AED G3 Pro Automated External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
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## **3 Automated Self Tests:**

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- 3.2 AED shall perform a weekly automated self-test with automated self-test to test battery, electrical circuitry and software, plus a partial load capacitor charge of electronics.
- 3.3 AED shall perform a monthly automated self-test to test battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for rescue attempts.
- 3.4 AED shall warn user with audible and visual alerts at a minimum of 70 dB if the system fails any of the automated self-tests and is not ready for use.
- 3.5 The audible warning tone will continue to sound every 30 seconds until the lid is opened or the battery energy is low.
- 3.6 AED shall perform an automatic self-test when the lid of the device is opened.
- 3.7 The AED visual status indicator should be visible even when battery is completely discharged.

## **4 Electrodes:**

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached wires and a connector.
- 4.3 Electrodes shall be disposable.
- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.6 Electrodes shall have a minimum combined surface area of 228 cm<sup>2</sup>.
- 4.7 Electrode wire shall have a nominal length of 1.3 m.

## **5 Battery:**

- 5.1 AED shall use one, non-rechargeable lithium battery for operation (called Cardiac Science Intellisense<sup>®</sup> Lithium Battery).
- 5.2 Typical capacity of a new battery shall be able to provide at least 290 discharges at 20°C.
- 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
- 5.4 AED shall incorporate a SmartGauge Battery Status Indicator notifying the end user of battery capacity during use in quarter life increments.
- 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date and shocks provided, etc.).
- 5.6 Battery shall be warranted for one (1) year from date of installation into a Powerheart AED G3 Pro or 12 hours of use, whichever is sooner.

## **6 Rechargeable Battery:**

- 6.1 AED shall be compatible with an optional, rechargeable battery.
- 6.2 Rechargeable shall allow a minimum of 60 shocks and 3 hours of ECG display on a full charge.
- 6.3 Rechargeable battery life shall be 2.5 years or 300 charge-discharge cycles, whichever is sooner.
- 6.4 Rechargeable battery will charge to full capacity in three hours (4.5 hours if completely depleted).
- 6.5 Charger for the rechargeable battery shall accept IEC power cables.
- 6.6 The battery shall be based on lithium ion technology.
- 6.7 Must have built in status and remaining capacity indicators.

# **Powerheart<sup>®</sup> AED G3 Pro Automated External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

## **7 ECG Monitoring Cable and Electrodes:**

- 7.1 ECG electrodes shall indicate position of leads on the patient by labeling L, R, F as well as corresponding color convention.
- 7.2 ECG monitoring cable shall meet AAMI specifications and AHA standards and provide options for IEC specifications.

## **8 ECG Recording and Information Documentation:**

- 8.1 AED shall provide up to 60 minutes of internal event documentation.
- 8.2 AED shall provide multiple rescue functionality.
- 8.3 AED shall permit ECG and event information to be downloaded via an infrared cable to a Windows<sup>®</sup> based PC after a rescue.
- 8.4 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 8.5 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & optional SVT therapy, variable energy protocol options, energy level after conversion, etc.
- 8.6 Data transfer, review and management software shall be included with each AED.

## **9 Color Display Specifications:**

- 9.1 Display shall be full color with a minimum diagonal size of 8.9 cm (3.5 in), 320x240 pixels (quarter VGA) and Resolution 4.47 dots/mm (113.5 dots/in)
- 9.2 Color display shall show 5 seconds of data with a sweep speed of 1.39 cm/s and ECG bandwidth of 3-33 Hz.

## **10 Visual and Audio Impedance Indicator:**

- 10.1 AED shall display a visual indicator of total transthoracic impedance between the two defibrillation pads.
- 10.2 AED shall assess adequate pad placement, quality and integrity, and assessment between pads off and pads shorted through determining an acceptable patient impedance range after pads are placed on patient.
- 10.3 AED shall prompt "Press pads firmly to patient's bare skin" if better skin contact is required.

## **11 Physical and Environmental:**

- 11.1 AED weight shall not exceed 7.0 lbs. (includes AED, battery and electrodes).
- 11.2 AED shall have enclosure protection resistant to water and foreign objects to a minimum of IEC 60529, IP24 certification levels.
- 11.3 AED shall have a molded handle formed in the case for easy portability.
- 11.4 AED shall be self contained and does not require a case to in order to function.
- 11.5 The NVI and expiration date of the pre-connected electrodes shall be visible when AED is in case.
- 11.6 Dimensions of AED shall not exceed 3.3 in (8.4 cm) in height, 10.6 in (26.9 cm) in width and 12.4 in (31.5 cm) in length.
- 11.7 AED shall be capable of operating and stand-by in temperatures ranging from 0°C to +50°C (32°F to +122°F); relative humidity ranging from 5%-95% (non-condensing); pressure ranging from 57kPa (+15,000ft) to 103kPa (-500ft).

## **Powerheart® AED G3 Pro Automated External Defibrillator With Biphasic Waveform**

AHA/ERC 2005 Guidelines Protocol  
Bid Specifications

- 11.8 AED without battery and electrodes shall be able to withstand storage at  $-30^{\circ}\text{C}$  to  $+65^{\circ}\text{C}$  ( $22^{\circ}\text{F}$  to  $+149^{\circ}\text{F}$ ).
- 11.9 AED shall meet or exceed IEC 55011/CISPR 11, Group 1, Class B specifications for E-M (radiated).
- 11.10 AED shall meet or exceed ANSI/AAMI DF39 for magnetic emissions,  $<0.5\text{mT}$  on surface, except within 5cm of the lid magnet and the speaker.
- 11.11 AED shall meet or exceed IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M).
- 11.12 AED shall meet or exceed IEC 61000-4-8, 80 A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz – 1320Hz immunity tests (magnetic).
- 11.13 AED shall meet or exceed IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).
- 11.14 AED shall meet or exceed IEC 60068-2-32 one meter free fall drop test.
- 11.15 AED shall meet or exceed IEC 60068-2-29 bump test, 40g and 6000 bumps.
- 11.16 AED shall meet or exceed IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012  $\text{g}^2/\text{Hz}$ .
- 11.17 AED shall meet or exceed IEC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150 Hz, 2g.

### **12 Training:**

- 12.1 Training shall be available with a patient simulator that is separate from the AED that can be used for scenario-based training.
- 12.2 The patient simulator shall be incapable of delivering energy.
- 12.3 Training videos on the AED operation shall be included with each device.

### **13 Technical Service/Warranty:**

- 13.1 AED shall require no yearly planned service or calibration regardless of frequency of use.
- 13.2 AED shall have a 7-year warranty on parts and labor (exclusive of battery and electrodes).
- 13.3 Extended Life IntelliSense lithium battery shall be warranted for one (1) year from date of installation into a Powerheart AED G3 Pro or 12 hours of use, whichever is sooner.
- 13.4 Technical service shall be available 24 hours per day, 7 days per week, 365 days per year.

# POWERHEART® AED G3 Accessories and Supplies

Designed to give you the most out of your Powerheart AED

## Primary Users

### G3 and G3 Plus Accessories

- Health care facilities
- Sports venues
- Schools
- Recreation facilities
- Places of worship
- Any public place

### G3 Pro® Accessories:

- EMS responders
- Hospitals
- Medical professionals

## Primary Benefits

**Ease of use.** Adult non-polarized electrodes (9131) can be placed in either position on the chest (upper-right or lower-left), reducing confusion and saving you valuable time during a rescue.

**Reliability.** The 9146 medical-grade Intellisense® lithium battery for the Powerheart AED G3 and G3 Plus comes with a four-year full operational guarantee.

**Flexibility for professionals.** Professional responders will appreciate additional tools for the G3 Pro including a 3-lead ECG cable, polarized electrodes, and a rechargeable battery.

**Pediatric applications.** Our pediatric electrodes reduce the energy delivered by Powerheart AED G3 models to the appropriate, pediatric dose for children up to 8 years of age or 55 lbs (25 kg).



## Electrodes for every emergency situation

Cardiac Science offers electrodes for a variety of rescue situations. We offer non-polarized electrodes that simplify AED use for inexperienced users, and pediatric defibrillator electrodes that reduce defibrillation energy to the appropriate pediatric dose. Polarized electrodes are available for use by trained medical responders.

## Batteries you can rely on

All Powerheart AEDs use a single, medical-grade Intellisense lithium battery (as opposed to the multiple, consumer-grade batteries required by some AED manufacturers). Each Intellisense battery can deliver at least nine shocks after the AED indicates the battery is low.

## Patient cables for the G3 Pro

The three-lead patient cable enables professional responders using the G3 Pro to view the patient's ECG without using defibrillation pads. Cables are available with either AHA or IEC labeling.

## Kits to support an AED rescue

Cardiac science has an array of kits — from a basic AED Ready Kit to the Total Response Rescue Kits — to support an AED rescue. The basic kit includes gloves, wipes, and CPR masks while total response kits provide emergency oxygen and a first aid kit.

## Data cables

We also offer data cables for communication between the AED and a computer making it possible to quickly upload rescue data and transfer critical information.

# POWERHEART® AED G3 Accessories and Supplies

Accessories and supplies available	
<b>ELECTRODES</b>	
9131 Adult Electrodes	These easy-to-use non-polarized adult defibrillation pads (either pad can be applied to either side) are intended for use with the G3 Plus, G3 Automatic, and G3 Semi-Automatic. Two-year shelf life.
9660 Adult Electrodes	These polarized (site-specific) adult defibrillation pads are intended for use to defibrillate and monitor with the G3 Pro. Two-year shelf life.
9730 Pediatric Electrodes	These pediatric defibrillation pads can be used with any AED G3 to reduce defibrillation energy to the appropriate pediatric dose. Two-year shelf life.
<b>BATTERIES</b>	
9146 Intellisense Lithium Battery	For use with the G3 and G3 Plus, this Intellisense lithium battery comes with a 4-year, full operational replacement guarantee.
9145 Intellisense Lithium Battery	For use with the G3 Pro, this Intellisense lithium battery comes with a 1-year from deployment or 12 hours of use (whichever comes first) full operational replacement guarantee.
9144 Rechargeable Battery	This rechargeable battery is for use with the G3 Pro. A fully charged battery delivers 60 to 100 shocks and has a usable lifetime of 2.5 years or 300 discharge cycles.
9044 Battery Charger	This charger will recharge the 9144 battery for the G3 Pro to full capacity.
<b>PATIENT CABLES</b>	
5111-001 3-Lead Cable, AHA labeling	This 3-lead ECG cable for G3 Pro allows users to see a patient's ECG on the Pro's color screen without requiring the user to place defibrillation pads. This cable comes labeled according to AHA standards. Two-year shelf life.
5111-002 3-Lead Cable, IEC labeling	This 3-lead ECG cable for G3 Pro allows users to see a patient's ECG on the Pro's color screen without requiring the user to place defibrillation pads. This cable comes labeled according to IEC standards. Two-year shelf life.
<b>RESCUE KITS</b>	
5550-005 AED Ready Kit	This basic ready kit includes nitrile gloves, razor, scissors, towel, gauze, antiseptic wipes, one-way filter mask for CPR, and carabineer attachment.
5587-001 Total Response Rescue Kit	The kit includes an emergency oxygen cylinder, oxygen tubing, oxygen regulator, personal mask with oxygen inlet, a blood-borne pathogens responder kit, blood-borne pathogens cleanup kit, and first aid kit. Includes a wire wall-mount rack so you can store the kit on the wall near your AED.
5588-001 Total Response Rescue Backpack	The sturdy backpack with adjustable straps includes an emergency oxygen cylinder, oxygen tubing, oxygen regulator, personal mask with oxygen inlet, a blood-borne pathogens responder kit, blood-borne pathogens cleanup kit, and first aid kit.
<b>DATA CABLES</b>	
162-0108-001 Infrared Communications Cable	For use with G3 Pro, this cable allows users to download rescue data to a PC running Rescuelink software.
170-2120 Serial Communications Cable	For use with all G3 and G3 Plus models, this cable allows users to download rescue data to a PC running Rescuelink software.

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# POWERHEART® AED Storage Solutions

Keep your AED highly visible and easy-to-access

## Primary Users

- Health care facilities
- Sports venues
- Schools
- Recreation facilities
- Places of worship
- Any public place

## Primary Benefits

*Ease of access.* Wall-mount cabinets and sleeves let you keep your AED in one clearly marked location known to everyone responsible for safety at your facility.

*Visibility.* Wall-mount cabinets and sleeves are clearly marked "AED," so even someone new to your facility can identify the AED if an emergency occurs.

*Portability.* The Cardiac Science backpack and carry case solutions make it easy to transport your AED while keeping one or both hands free. These are ideal for transporting your AED to an athletic field or remote location.

*Emergency communication.* The audible alarm and strobe light options on the wall-mount cases ensure that people in your facility are aware of an emergency in progress.



Shown: 50-00395-20  
Semi-Recessed AED  
Wall Cabinet with alarm

When seconds count, make sure you can find your AED

Having a highly visible, well-marked cabinet to house your facility's AED can make a life-saving difference when sudden cardiac arrest occurs.

Cardiac Science offers a variety of wall-mount cases, metal sleeves, racks, and baskets to keep your AED visible and accessible to rescuers at all times. The audible alarm and strobe light options for the wall-mount cases can help you make sure that people nearby are alerted that an emergency is in progress.

These storage solutions are ideal for busy facilities including schools, corporations, airports, health clubs, hotels, manufacturing plants, and sport arenas.

Take your AED into the field

You can extend the assurance of heart safety to events that take place outdoors. Having a backpack or case to transport an AED to an athletic field or outdoor concert, or over rough terrain for search-and-rescue efforts, means not having to waste precious minutes running back to a field house or vehicle should an emergency occur.

Cardiac Science provides a range of carrying options suitable for professional rescue teams, scouting organizations, or community recreation groups.



180-2022-001  
AED Wall Storage sleeve



168-6000-001  
AED Carry Bag



168-0064-001  
AED Rescue Backpack



# POWERHEART® Storage Solutions

PRODUCT LIST	
50-00392-10	<b>Surface-Mount AED Wall Cabinet</b> This well-constructed metal cabinet stores your AED in an easily accessible location.
50-00392-20	<b>Surface-Mount AED Wall Cabinet with alarm, security enabled</b> This well-constructed metal cabinet comes with an alarm that is triggered when the door is opened to make it widely known that an emergency is in progress. This alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
50-00392-30	<b>Surface-Mount AED Wall Cabinet with alarm and strobe, security enabled</b> This well-constructed metal cabinet comes with an alarm and highly visible strobe light that are triggered when the door is opened to make it widely-known that an emergency is in progress. This alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
50-00400-10	<b>Fully Recessed AED Wall Cabinet</b> This well-constructed metal cabinet stores your AED in an easily accessible location.
50-00400-20	<b>Fully Recessed AED Wall Cabinet with alarm, security enabled</b> This well-constructed metal cabinet comes with an alarm that is triggered when the door is opened to make it widely known that an emergency is in progress. This alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
50-00400-30	<b>Fully Recessed AED Wall Cabinet with alarm and strobe, security enabled</b> This well-constructed metal cabinet comes with an alarm and highly visible strobe light that are triggered when the door is opened to make it widely-known that an emergency is in progress. The alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
50-00395-10	<b>Semi-Recessed AED Wall Cabinet</b> This well-constructed metal cabinet stores your AED in an easily accessible location.
50-00395-20	<b>Semi-Recessed AED Wall Cabinet with alarm, security enabled</b> This well-constructed metal cabinet comes with an alarm that is triggered when the door is opened to make it widely known that an emergency is in progress. This alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
50-00395-30	<b>Semi-Recessed AED Wall Cabinet with alarm &amp; strobe, security enabled</b> This well-constructed metal cabinet comes with an alarm and highly visible strobe light that are triggered when the door is opened to make it widely-known that an emergency is in progress. The alarm can be wired into a building's security system and can be enabled or disabled with the key provided.
180-2022-001	<b>AED Wall Storage Sleeve</b> This metal wall-mounted storage sleeve is an economical and attractive way to keep your AED in an easily accessible location.
168-0064-001	<b>AED Rescue Backpack</b> A storage and carry solution for users who take their AED with them on the go, including bicycle medic teams, search and rescue teams, and scout troops. The AED fits in an easily accessible outer pouch. The spacious main compartment is filled with pouches for essential rescue supplies
9157-004	<b>Hard-Sided Waterproof AED Carry Case</b> This case is a great storage solution for rugged environments. The Powerheart AED fits safely and snugly inside while the durable outer shell protects against bumps, drops, and the elements
168-6000-001	<b>AED Carry Bag</b> This semi-rigid carry bag with adjustable shoulder strap provides additional protection for your 9300-series AED and makes it easy to grab the unit in a hurry. The large back pouch stores extra electrodes. The Rescue Ready® indicator and pads' expiration date are visible at all times.
170-2145-001	<b>Wall-Mount Wire Rack for AED</b>
170-2146-001	<b>Wall-Mount Wire Rack for AED, with straps</b>
170-2150-001	<b>Wall-Mount Basket for AED</b>
170-2152-001	<b>Wall-Mount Basket for AED, with straps</b>

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# The POWERHEART® AED G3 Trainer

Our simple-to-use trainer that offers a realistic, hands-on rescue experience

## Users

- AED/CPR instructors
- Designated workplace responders
- EMS responders
- Anyone who wants to learn how to help a sudden cardiac arrest victim

## Primary Benefits

**Practice.** The device gives students a realistic way to prepare for a real-life situation.

**Ease of use.** Clear, instructive voice prompts guide students through a simulated rescue, and the built-in metronome sets the proper chest compression pace.

**Flexibility.** The device provides four pre-programmed rescue scenarios and simulates shockable and non-shockable rhythm situations.



The Powerheart AED G3 Trainer plays a key role in your successful AED program

Purchasing AEDs gets you most of the way to rescue readiness. But experiencing a simulated hands-on rescue situation is the best way to prepare for a sudden cardiac arrest emergency.

The Powerheart AED G3 Trainer helps you prepare. It simulates different rescue situations and gives students valuable, realistic practice.

- + The wireless remote control allows instructors to spontaneously vary the rescue conditions while students respond to make things more realistic.
- + The device can be paused in mid-scenario to allow instructors to emphasize an important point; then, it picks up the simulation where it left off.
- + The device mimics both automatic and semi-automatic AED operation.
- + The device allows students to practice with adult or pediatric Powerheart AED G3 Trainer reusable training pads.

The Trainer provides an easy way to stay in practice

The G3 Trainer helps you meet training requirements set by various Federal, state, and/or international regulations. The advantage of having your own trainer is you'll be able to practice rescue readiness whenever you like – perhaps when a new employee or colleague joins your team.

Trust us, if you ever face a real-life sudden cardiac arrest, you'll be glad you trained with the G3 Trainer.

Note these important G3 Trainer accessories

- 9035 Adult reusable training pads
- 9725 Pediatric reusable training pads

# The POWERHEART® AED G3 Trainer

TECHNICAL SPECIFICATIONS	
<b>INTERACTIVE</b>	<ul style="list-style-type: none"> <li>Four preprogrammed, simulated rescue scenarios correspond to American Heart Association (AHA) and European Resuscitation Council (ERC) guidelines and the AHA Heartsaver AED curriculum.</li> <li>Instructor advances rescue stages and scenarios through an infrared, wireless remote control.</li> <li>Instructor may at any time pause and interrupt the rescue scenario for anecdotal comments or additional instruction.</li> <li>Students hear voice prompts that would typically occur during an actual rescue attempt.</li> </ul>
<b>VERSATILE</b>	<p>With the Cardiac Science AED Trainer, the instructor has the ability to:</p> <ul style="list-style-type: none"> <li>Change the rescue scenarios based on class needs.</li> <li>Vary simulated cardiac rhythms from shockable to non-shockable.</li> <li>Monitor the skills of the student while responding to a simulated rescue attempt.</li> <li>Select from any of the multiple languages preprogrammed within the AED Trainer.</li> <li>Utilize with the Powerheart AED G3 family of products.</li> </ul>
<b>ECONOMICAL</b>	<ul style="list-style-type: none"> <li>Reusable training electrodes.</li> <li>Compatible with any type of CPR manikin.</li> <li>Powered by two alkaline D-cell (training device) and two AAA (remote control) batteries.</li> <li>Dual modes can be easily configured for semi-automatic and fully-automatic training.</li> </ul>
<b>SAFE</b>	<ul style="list-style-type: none"> <li>Simulated delivery of defibrillation pulse for training purposes.</li> <li>Cardiac Science AED Trainers will not generate or deliver defibrillation shocks.</li> </ul>
<b>DIMENSIONS (H x D x W)</b>	7 cm x 29 cm x 21 cm (2.8 in x 11.4 in x 8.3 in)
<b>PART NUMBERS</b>	<p>English (US), French, Portuguese (Brazil), Spanish, Italian, Greek            English (UK), Czech, Hungarian, Polish, Russian, Slovene            English (US), English (UK), Swedish, Danish, Norwegian, Finnish            English (UK), French, Dutch, German, Portuguese (Iberian)            English (US), Mandarin (Mainland), Cantonese, Mandarin (Taiwan), English (AUS)            English (US), Arabic, Turkish, Croatian, Slovakian, Lithuanian            English (US), Icelandic, Hebrew, Thai, Korean, Indonesian</p> <p>Each AED Trainer Package includes: (1) trainer, (1) set of training pads, (1) user manual, (1) infrared, wireless remote control, and (1) fully automatic control panel overlay</p>

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# Powerheart G3<sup>®</sup> AED Automatic/Semi-Automatic (9300A/E) External Defibrillator With Biphasic Waveform

## Bid Specifications

### 1 Operation and Use:

- 1.1 AED shall deliver a shock (if required) without requiring the operator to push a button (9300A only). 9300E will require operator to push a button to deliver a shock.
- 1.2 Electrodes shall always be installed and ready to use in AED prior to rescue.
- 1.3 Electrodes shall be non-polarized and interchangeable allowing the user to place either electrode in the proper body position.
- 1.4 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner based on the 2005 AHA/ERC Guidelines for CPR and defibrillation.
- 1.5 AED shall have a backlit LCD text display, which features elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.6 AED shall have pediatric capability with the use of pediatric electrodes.
- 1.7 AED shall have 0.08mV Asystole threshold, baseline to peak.

### 2 Waveform/Algorithm:

- 2.1 AED shall utilize a single-shock sequence of “variable” escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (25 Ohms-180 Ohms).
- 2.3 AED shall offer multiple programmable energy settings: 200VE-300VE-300VE, 200VE-200VE-300VE, 150VE-200VE-200VE, 150VE-150VE-200VE, 200VE-200VE-200VE).
- 2.4 AED shall provide an allowable energy range of 95J-351J depending on programmed energy settings and patient impedance.
- 2.5 Waveform shall be Biphasic Truncated Exponential.
- 2.6 Waveform shall actively compensate for a patient's impedance level.
- 2.7 Waveform shall respond to patient's Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances<sup>1</sup>.
- 2.8 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.9 AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.10 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and enter the CPR mode
- 2.11 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

<sup>1</sup>STAR Biphasic Waveform—Optimized Energy Delivery for Successful Defibrillation White Paper, pp. 3-5, p/n 400781, Rev 03, 2002

# **Powerheart G3<sup>®</sup> AED Automatic/Semi-Automatic (9300A/E) External Defibrillator With Biphasic Waveform**

## **Bid Specifications**

### **3 Automated Self Tests:**

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- 3.2 AED shall perform a weekly automated self-test to test battery, electrical circuitry and software, plus a partial charge of 25 Joules. AED shall perform a monthly automated self-test to test battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for full-scale rescue attempts.
- 3.3 AED shall warn user with visual and audible alerts at minimum of 70 dBA if the system fails any of the automated self-tests and is not ready for use.
- 3.4 The audible warning tone will continue to sound every 30 seconds until the lid is opened or battery energy is low.
- 3.5 AED shall perform an automatic self-test when the lid of the device is opened.
- 3.6 The AED visual status indicator should be visible even when battery is completely discharged.

### **4 Electrodes:**

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached wires and a connector.
- 4.3 Electrodes shall be disposable.
- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 Electrodes shall be non-polarized and be interchangeable
- 4.6 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.7 Each electrode shall have a minimum surface area of 114 cm<sup>2</sup>, with a combined surface area of 228 cm<sup>2</sup> for both pads.
- 4.8 Electrode wire shall have a nominal length of 1.3 m.
- 4.9 Electrodes shall be compatible when using Cardiac Science manufactured adapters, with Quik-Combo™ and Zoll Stat-Padz™ systems allowing electrodes to be used with ALS defibrillators.

### **5 Battery:**

- 5.1 AED shall use one, non-rechargeable extended life lithium battery for operation (called Cardiac Science Extended Life Intellisense® Lithium Battery).
- 5.2 Typical capacity of a new battery shall be able to provide at least 290 discharges at 20°C.
- 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
- 5.4 AED shall incorporate a SmartGauge Battery Status Indicator notifying the end user of battery capacity during use in quarter life increments.
- 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date and shocks provided, etc.).
- 5.6 Battery shall be “operationally” warranted for four (4) years from date of installation into a Powerheart G3 AED.

## **Powerheart G3<sup>®</sup> AED Automatic/Semi-Automatic (9300A/E) External Defibrillator With Biphasic Waveform**

### **Bid Specifications**

#### **6 ECG Recording and Information Documentation:**

- 6.1 AED shall provide 60 minutes of internal event documentation.
- 6.2 AED shall provide multiple rescue functionality.
- 6.3 AED shall permit ECG and event information to be downloaded via a serial cable to a Windows<sup>®</sup> based PC after a rescue.
- 6.4 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 6.5 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & SVT, Variable energy protocol options, 2nd shock energy level, energy level after conversion, etc.
- 6.6 Data transfer, review and management software and required cables shall be included with each AED.

#### **7 Physical and Environmental:**

- 7.1 AED weight shall not exceed 6.6 lbs. (includes AED, battery and electrodes).
- 7.2 AED shall be water and foreign object resistant to a minimum of IEC 60529, IP24 certification levels.
- 7.3 AED shall have a molded handle formed in the case for easy portability.
- 7.4 Dimensions of AED shall not exceed 3.3 in (8.4 cm) in height, 10.6 in (26.9 cm) in width and 12.4 in (31.5 cm) in length.
- 7.5 AED shall be capable of operating and stand-by in temperatures ranging from 0°C to +50°C (32°F to +122°F), and relative humidity ranging from 5%-95% (non-condensing).
- 7.6 AED without battery and electrodes shall be able to withstand storage at -30°C to +65°C (-22°F to +149°F).
- 7.7 AED shall meet or exceed IEC 55011/CISPR 11, Group 1, Class B specifications for EM (radiated).
- 7.8 AED shall meet or exceed ANSI/AAMI DF39, <0.5mT on surface, except within 5 cm of the lid magnet and the speaker.
- 7.9 AED shall meet or exceed IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M).
- 7.10 AED shall meet or exceed IEC 61000-4-8, 80A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz-1320Hz immunity tests (magnetic).
- 7.11 AED shall meet or exceed IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).
- 7.12 AED shall meet or exceed IEC 60068-2-32 one meter free fall drop test.
- 7.13 AED shall meet or exceed IEC 60068-2-29 bump test, 40g and 6000 bumps.
- 7.14 AED shall meet or exceed IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012 g<sup>2</sup>/Hz.
- 7.15 AED shall meet or exceed IEC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150Hz, 2g.

## **Powerheart G3<sup>®</sup> AED Automatic/Semi-Automatic (9300A/E) External Defibrillator With Biphasic Waveform**

### **Bid Specifications**

#### **8 Program Implementation:**

- 8.1 Program will provide Medical Direction/Medical Prescription as required by State Laws
- 8.2 CPR/AED training shall be provided by trainers employed by the AED manufacturer
- 8.3 Training will consist of 4 hours of American Heart Association Heartsaver CPR/AED instruction
- 8.4 All training materials (books, certification cards and mannequins) to be provided by the AED manufacturer.
- 8.5 CPR/AED certification will be for 2 years.
- 8.6 Instructors will consist of Paramedics, EMTs or Nurses.
- 8.7 Student to CPR/AED practice mannequin shall be a 1-1 ratio.
- 8.8 Program will track AEDs by location and serial number.
- 8.9 Program will provide tracking of training roster, certification dates & recertification.
- 8.10 Program shall provide e-mail reminder notices to site contact regarding recertification scheduling, check/order battery, and re-order pads prior to expiration.
- 8.11 Program will train up to 10 students per class per location.

#### **9 Technical Service/Warranty:**

- 9.1 AED shall require no yearly planned service or calibration regardless of frequency of use.
- 9.2 AED shall have a 7-year warranty on defects in materials and workmanship.
- 9.3 IntelliSense lithium battery shall have a full replacement operating warranty for four (4) years from date of installation.
- 9.4 Technical service shall be available 24 hours per day, 7 days per week, 365 days per year.

## APPENDIX 02 – LIMITED WARRANTY

This appendix begins on the page that follows.

# Limited Warranty

**Limited Warranty** Cardiac Science Corporation (“Cardiac Science”) warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty (“Limited Warranty”). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is **NONTRANSFERABLE** and **UNASSIGNABLE**.

**For How Long?** This Limited Warranty covers the following products or parts for the following time periods:

- ◆ Seven (7) years from the date of the original shipment to the original purchaser for Powerheart AED automated external defibrillators with AED battery P/N (9146). Warranty duration for the pads, batteries and accessories are covered below.
- ◆ Disposable defibrillation pads shall be warranted until the expiration date.
- ◆ Lithium batteries P/N (9146) have a full operational replacement warranty of four (4) years from the date of installation into a Powerheart AED.
- ◆ One (1) year from the date of original shipment to the original purchaser for Powerheart AED accessories. The terms of the Limited Warranty in effect as of the date of original purchase will apply to any warranty claims.

**What You Must Do:** Please complete and submit the Warranty Validation Form within 30 days of original shipment. You will find the Warranty Validation Form enclosed in your original package, or you can fill it out and submit it online at [http://www.cardiacscience.com/products/aed\\_warranty.cfm](http://www.cardiacscience.com/products/aed_warranty.cfm). Or, complete and mail the warranty validation card enclosed in your original package.

To obtain warranty service for your product, call us toll free at 888.466.8686 seven days a week, 24 hours a day. Our customer service representative will try to resolve your issue over the phone. If necessary, and at our sole discretion, we will arrange for service or a replacement of our product.

**What We Will Do:** If your Cardiac Science product is returned within 30 days of the date it was purchased, at the direction of a customer service representative, we will repair or replace it with a new product of equal value at no charge to you or offer a full refund of the purchase price, provided the warranty applies. Cardiac Science retains the exclusive right to repair or replace the product or offer a full refund of the purchase price at its sole discretion. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.

If your Cardiac Science product is returned, at the direction of a customer service representative, after 30 days but within the warranty period, Cardiac Science, at its sole discretion, will repair your product or replace it. The repaired or replacement product will be warranted subject to the terms and conditions of this Limited Warranty for either (a) 90 days or (b) the remainder of the original warranty period, whichever is longer, provided the warranty applies and the warranty period has not expired.

#### **Obligations and Warranty Limits**

Limited Warranty Obligation: Exclusive Remedy

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF AND SPECIFICALLY EXCLUDES AND REPLACES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

NO PERSON (INCLUDING ANY AGENT, DEALER, OR REPRESENTATIVE OF CARDIAC SCIENCE) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING CARDIAC SCIENCE PRODUCTS, EXCEPT TO REFER PURCHASERS TO THIS LIMITED WARRANTY.

YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE AS SPECIFIED ABOVE. CARDIAC SCIENCE SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, EXEMPLARY DAMAGES,

COMMERCIAL LOSS FROM ANY CAUSE, BUSINESS INTERRUPTION OF ANY NATURE, LOSS OF PROFITS OR PERSONAL INJURY OR DEATH, EVEN IF CARDIAC SCIENCE HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, HOWEVER OCCASIONED, WHETHER BY NEGLIGENCE OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**What This Warranty Does Not Cover:** This Limited Warranty does not cover defects or damages of any sort resulting from, but not limited to, accidents, damage while in transit to our service location, product tampering, unauthorized product alterations, unauthorized service, unauthorized product case opening, failure to follow instructions, improper use, abuse, neglect, fire, flood, war or acts of God. Cardiac Science makes no warranty claim as to the compatibility of Cardiac Science products with any non-Cardiac Science products, parts or accessories.

**This Limited Warranty is Void if:**

- ◆ Any Cardiac Science product is serviced or repaired by any person or entity other than Cardiac Science unless specifically authorized by Cardiac Science.
- ◆ Any Cardiac Science product case is opened by unauthorized personnel or if a product is used for an unauthorized purpose.
- ◆ Any Cardiac Science product is used in conjunction with incompatible products, parts or accessories, including but not limited to batteries. Products, parts and accessories are not compatible if they are not Cardiac Science products intended for use with the Powerheart AED.

**If The Warranty Period has Expired:** If your Cardiac Science product is not covered by our Limited Warranty, call us toll free at 888.466.8686 for advice as to whether we can repair your Powerheart AED, and for other repair information, including charges. Charges for non-warranty repairs will be assessed and are your responsibility. Upon completion of the repair, the terms and conditions of this Limited Warranty shall apply to such repair or replacement product for a period of 90 days.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## APPENDIX 03 – ISO 13485 CERTIFICATE OF REGISTRATION

This appendix begins on the page that follows.

# Certificate of Registration

QUALITY MANAGEMENT SYSTEM - ISO 13485: 2003

*This is to certify that:*

**Cardiac Science Corporation  
3303 Monte Ville Parkway  
Bothell  
Washington  
98021  
USA**

*Holds Certificate No:* **FM 73165**

*and operates a Quality Management System which complies with the requirements of ISO 13485: 2003 for the following scope:*

The design, development and manufacture of electromedical devices (tread mills, electro-cardiographic diagnostic and monitoring systems, cardiac-stress test equipment, external defibrillators, wireless medical telemetry systems) and associated software.

*For and on behalf of BSI:*



*President, BSI Management Systems America, Inc.*

Originally Registered: **01/31/2003**

Effective Date: **06/01/2009**

Expiry Date: **05/31/2012**



**CMDCAS  
Recognized  
Registrar**

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**BSI**  
Management  
Systems

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An electronic certificate can be authenticated [online](#). Printed copies can be validated at [www.bsigroup.com/ClientDirectory](http://www.bsigroup.com/ClientDirectory)  
To be read in conjunction with the scope above or the attached appendix.  
Americas Headquarters: 12110 Sunset Hills Road, Suite 200, Reston, VA 20190, USA.

Certificate No: **FM 73165**

<b>Location</b>	<b>Registered Activities</b>
Cardiac Science Corporation 3303 Monte Ville Parkway Bothell Washington 98021 USA	The design and development of electromedical devices (tread mills, electro-cardiographic diagnostic and monitoring systems, cardiac-stress test equipment, external defibrillators, wireless medical telemetry systems) and associated software.
Cardiac Science Corporation 500 Burdick Parkway Deerfield Wisconsin 53531 USA	Design/Development, Production and Servicing of Electrocardiographs, Tread Mills for Cardiac Assessment, External Defibrillators, Holter Systems, Pulse Oximeters, Spirometers, Data Management Systems, and Supporting Peripheral Equipment.
Cardiac Science Corporation 23382 Mill Creek Dr, Suite 205 Laguna Hills California 92653 USA	Design control activities supporting the Bothell, Washington and Deerfield, Wisconsin sites.
Cardiac Science Holdings (UK Ltd.) The Manse 29 Northenden Road Manchester M33 2DH United Kingdom	Sales, marketing and service support of electromedical devices (tread mills, electro-cardiographic diagnostic and monitoring systems, cardiac-stress test equipment, external defibrillators, wireless medical telemetry systems) and associated software.

Originally Registered: **01/31/2003**

Effective Date: **06/01/2009**

Expiry Date: **05/31/2012**

Page: 2 of 2

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To be read in conjunction with the scope above or the attached appendix.  
Americas Headquarters: 12110 Sunset Hills Road, Suite 200, Reston, VA 20190, USA.

## APPENDIX 04 – OPTO CIRCUITS ACQUISITION PRESS RELEASE

This appendix begins on the page that follows.



## Opto Circuits to Acquire Cardiac Science

BOTHELL, Wash. and BANGALORE, KARNATAKA, India, Oct 19, 2010 /PRNewswire via COMTEX News Network/ -- Cardiac Science Corporation (Nasdaq: CSCX) and Opto Circuits (India) Limited [BSE Code: 532391; NSE: OPTOCIRCUI] today announced they have entered into a definitive merger agreement under which Opto Circuits has agreed to acquire all of the outstanding shares of Cardiac Science common stock for \$2.30 USD per share. The \$2.30 price represents a 10% premium to the closing price of Cardiac Science common stock of \$2.10 on October 18, 2010, a 28% premium to the average closing price for the 30 day period ended October 18, 2010 and a 30% premium to the average closing price for the 100 day period ended October 18, 2010.

"We believe this transaction provides excellent value to our shareholders and expanded opportunity for our customers, employees, and partners," said Dave Marver, Cardiac Science president and chief executive officer. "Our business will benefit greatly from Opto Circuits' financial resources, operational capabilities, and global scale."

"We are delighted to expand our presence in noninvasive diagnostic monitoring through this acquisition and are excited to enter the high-growth automated external defibrillation market," said Vinod Ramnani, Opto Circuits chairman and managing director. "Cardiac Science has a strong reputation for innovative, high-quality products and services. This transaction is expected to open many new global markets for Cardiac Science's products and will greatly enhance Opto Circuits' product offering and presence in the United States."

Piper Jaffray acted as financial advisor to Cardiac Science and delivered a fairness opinion to Cardiac Science's board of directors. Perkins Coie LLP served as outside legal counsel to Cardiac Science, while Quarles & Brady LLP served as outside legal counsel to Opto Circuits.

### About the Transaction

The boards of directors of both companies have unanimously approved the transaction, which will take the form of an all-cash tender offer by a wholly-owned subsidiary of Opto Circuits, followed by a second-step merger. The closing of the tender offer by Opto Circuits, which is expected to be commenced within 10 business days, is subject to customary conditions, including that shares representing at least sixty percent (60%) of Cardiac Science's outstanding shares of common stock are validly tendered into the offer. As a result of the second-step merger, any shares that have not been validly tendered into the offer will be converted into the right to receive cash equal to the offer price of \$2.30 per share. The subsequent closing of the merger may be subject to obtaining stockholder approval of the merger agreement if Opto Circuits does not acquire a sufficient number of shares to effect a short-form merger. If such approval is needed, Cardiac Science will call a special meeting of its stockholders. If a stockholder meeting is required to approve the merger, Opto Circuits has agreed to vote (or cause its acquisition subsidiary to vote) all shares of Cardiac Science it owns in favor of the merger. The companies are targeting a late fourth quarter 2010 closing, assuming satisfaction of closing conditions and successful execution of the tender offer process.

Upon completion of the merger, Cardiac Science will become a wholly-owned subsidiary of Opto Circuits. Opto Circuits will fund the purchase with its cash and credit lines.

### About Cardiac Science

Cardiac Science develops, manufactures, and markets a family of advanced diagnostic and therapeutic cardiology devices and systems, including automated external defibrillators (AED), electrocardiograph devices (ECG/EKG), cardiac stress treadmills and systems, diagnostic workstations, Holter monitoring systems, hospital defibrillators, vital signs monitors, cardiac rehabilitation telemetry systems, and cardiology data management systems (informatics) that connect with hospital information (HIS), electronic medical record (EMR), and other information systems. The company sells a variety of related products and consumables and provides a portfolio of training, maintenance, and support services. Cardiac Science, the successor to the cardiac businesses that established the trusted Burdick(R), HeartCentrix(R), Powerheart(R), and Quinton(R) brands, is headquartered in Bothell, Washington. With customers in more than 100 countries worldwide, the company has operations in North America, Europe, and Asia. For information, call 425.402.2000 or visit <http://www.cardiacscience.com>.

### About Opto Circuits

Opto Circuits (India) Ltd. (OCI) (BSE Code: 532391; NSE Symbol: OPTOCIRCUI) is an Indian MNC in the business of design, development, manufacture and marketing of healthcare equipment and interventional products. The product profile includes

pulse oximeters, patient monitoring systems, sensors, digital thermometers, anesthesia and respiratory care equipment, stents, catheters and other innovative products. Some of the well-known brands marketed by Opto Circuits are Criticare, Mediaid, Unetix and Eurocor. It is presently a Group of 14 companies with a consolidated total sales of USD \$243 million/Rs.1077 crores (FY10) and it is headquartered in Bengaluru, Karnataka, India. Its key markets are the US, Europe and South East Asia. It was ranked as one amongst 200 Best Under a Billion companies in AsiaPac by Forbes Asia in 2009, 2008. Visit us at [www.optoindia.com](http://www.optoindia.com)

**Important Additional Information**

The tender offer for the outstanding common stock of Cardiac Science referred to in this press release has not yet commenced. This press release is neither an offer to purchase nor a solicitation of an offer to sell any securities. The solicitation and the offer to buy shares of Cardiac Science's common stock will be made pursuant to an offer to purchase and related materials that Opto Circuits and a wholly-owned subsidiary of Opto Circuits intend to file with the Securities and Exchange Commission. At the time the offer is commenced Opto Circuits and its wholly-owned subsidiary will file a tender offer statement on Schedule TO with the Securities and Exchange Commission, and thereafter the Company will file a solicitation/recommendation statement on Schedule 14D-9 with respect to the offer. The tender offer statement (including an offer to purchase, a related letter of transmittal and other offer documents) and the solicitation/recommendation statement will contain important information that should be read carefully and considered before any decision is made with respect to the tender offer. These materials will be sent free of charge to all stockholders of the Company when available. In addition, all of these materials (and all other materials filed by the Company with the Securities and Exchange Commission) will be available at no charge from the Securities and Exchange Commission through its website at [www.sec.gov](http://www.sec.gov). Investors and security holders may also obtain free copies of the tender offer documents, once available, from the information agent for the tender offer or by mailing a request to Cardiac Science Corporation, Attention: Investor Relations, 3303 Monte Villa Parkway, Bothell, Washington 98021.

**Forward-Looking Statements**

This release contains forward-looking statements regarding the proposed acquisition of Cardiac Science, the expected timetable for completing the transaction, future business prospects and market conditions and benefits and synergies of the transaction. Such statements are based on the current assumptions and expectations of Cardiac Science' and Opto Circuits' management and are neither promises nor guarantees. The words "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. These are forward-looking statements for purposes of the safe harbor provisions under the Private Securities Litigation Reform Act of 1995. There can be no assurance that management's estimates of future results will be achieved. Actual results and performance may vary significantly from those expressed or implied in such statements. The actual results of the acquisition could vary materially as a result of a number of factors, including: uncertainties as to how many of Cardiac Science Corporation's stockholders will tender their stock in the tender offer; the possibility that competing offers will be made; and the possibility that various closing conditions for the transaction may not be satisfied or waived. Other factors that may cause actual results to differ materially include those set forth in the reports that Cardiac Science files from time to time with the Securities and Exchange Commission, including our annual report on Form 10-K for the year ended December 31, 2009 and quarterly and current reports on Form 10-Q and 8-K. These forward-looking statements reflect Cardiac Science Corporation's expectations as of the date of this document. Cardiac Science Corporation undertakes no obligation to update the information provided herein.

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

SOURCE Cardiac Science Corporation

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## APPENDIX 05 – PRICING MATRIX RESPONSE

This appendix begins on the page that follows.

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	
Cardiac Science	Powerheart G3 Plus 9390A-501P	1 to 5	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	
	Powerheart AED G3 Plus Fully-Automatic Package, AHA/ERC 2005 Guidelines Compliant. Package Includes: (1) 9390A-501 Powerheart AED G3 Plus Full-Auto; (1) 9146 Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable	6 to 10	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		11 to 15	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		16 to 20	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		21 to 25	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		26 to 30	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		31 to 35	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		36 to 40	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
Cardiac Science	Powerheart G3 Plus 9390E-501P	1 to 5	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	
	Powerheart AED G3 Plus Semi-Automatic Package, AHA/ERC 2005. Package Includes: (1) 9390E-501 Powerheart AED G3 Plus Semi-Auto; (1) 9147 TSO-Certified Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable	6 to 10	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		11 to 15	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		16 to 20	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		21 to 25	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		26 to 30	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		31 to 35	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		36 to 40	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
	41 to 45	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	
	46 to 50	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Plus 9300A-501P	1 to 5	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
	Powerheart AED G3 Fully-Automatic Package, AHA/ERC 2005. Package Includes: (1) 9300A-501 Powerheart AED G3 Full-Auto; (1) 9146	6 to 10	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
	Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable	11 to 15	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		16 to 20	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		21 to 25	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		26 to 30	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		31 to 35	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		36 to 40	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
Cardiac Science	Powerheart G3 Plus 9300E-501P	1 to 5	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
	Powerheart AED G3 Plus Semi-Automatic Package, AHA/ERC 2005. Package Includes: (1) 9390E-501 Powerheart AED G3 Plus Semi-Auto; (1) 9147 TSO-Certified Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable	6 to 10	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		11 to 15	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		16 to 20	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		21 to 25	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		26 to 30	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		31 to 35	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
		36 to 40	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00
	41 to 45	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	
	46 to 50	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	\$1,295.00	

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Pro 9300P-501P	1 to 5	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines	6 to 10	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Compliant with non-rechargeable battery. Package Includes: (1) 9300P-	11 to 15	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	501 Powerheart AED G3 Pro; (1) 9145 Intellisense Battery; (2) pairs	16 to 20	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	9660 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag;(1)	21 to 25	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink	26 to 30	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
		31 to 35	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
		36 to 40	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
Cardiac Science	Powerheart G3 Pro 9300P-601P	1 to 5	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines	6 to 10	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Compliant with rechargeable battery. Package Includes: (1) 9300P-501	11 to 15	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Powerheart AED G3 Pro; (1) 9144 Rechargeable Battery; (2) pairs 9660	16 to 20	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-	21 to 25	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink	26 to 30	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
		31 to 35	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
		36 to 40	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00
	41 to 45	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	
	46 to 50	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	\$2,450.00	

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	
Cardiac Science	Powerheart G3 Plus 9390A-501WP	1 to 5	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	
	Powerheart AED G3 Plus Fully-Automatic Wall Package, AHA/ERC 2005 Guidelines Compliant. Package Includes: (1) 9390A-501 Powerheart AED G3 Plus Full-Auto; (1) 9146 Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable; (1) Wall Cabinet w/alarm 50-00392-20	6 to 10	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		11 to 15	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		16 to 20	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		21 to 25	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		26 to 30	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		31 to 35	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		36 to 40	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
Cardiac Science	Powerheart G3 Plus 9390E-501WP	1 to 5	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	
	Powerheart AED G3 Plus Semi-Automatic Package, AHA/ERC 2005. Package Includes: (1) 9390E-501 Powerheart AED G3 Plus Semi-Auto; (1) 9147 TSO-Certified Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable	6 to 10	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		11 to 15	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		16 to 20	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		21 to 25	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		26 to 30	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		31 to 35	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		36 to 40	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	41 to 45	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	
	46 to 50	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Plus 9300A-501WP	1 to 5	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Powerheart AED G3 Fully-Automatic Wall Package, AHA/ERC 2005. Package Includes: (1) 9300A-501	6 to 10	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Powerheart AED G3 Full-Auto; (1) 9146 Intellisense Battery; (2) pairs	11 to 15	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start	16 to 20	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable; (1) Wall Cabinet w/alarm 50-00392-20	21 to 25	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		26 to 30	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		31 to 35	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		36 to 40	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		41 to 45	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	46 to 50	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	
Cardiac Science	Powerheart G3 Plus 9300E-501WP	1 to 5	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Powerheart AED G3 Semi-Automatic Wall Package, AHA/ERC 2005. Package Includes: (1) 9300E-501	6 to 10	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Powerheart AED G3 Semi-Auto; (1) 9146 Intellisense Battery; (2) pairs	11 to 15	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start	16 to 20	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable; (1) Wall Cabinet w/alarm 50-00392-20	21 to 25	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		26 to 30	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		31 to 35	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		36 to 40	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
		41 to 45	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00
	46 to 50	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	\$1,495.00	

**ATTACHMENT (H)  
 PRICING MATRIX**

Manufacturer	(AED) Make, Model and Desc.	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Pro 9300P-501WP	1 to 5	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines	6 to 10	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Compliant with non-rechargeable battery. Package Includes: (1) 9300P-	11 to 15	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	501 Powerheart AED G3 Pro; (1) 9145	16 to 20	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Intellisense Battery; (2) pairs 9660	21 to 25	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Adult Defibrillation Pads; (1) 168-6000-001	26 to 30	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	AED Carry Bag;(1) 5550-005	31 to 35	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Wall Cabinet w/alarm 50-00392-20	36 to 40	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	41 to 45	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
	46 to 50	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
Cardiac Science	Powerheart G3 Pro 9300P-601WP	1 to 5	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines	6 to 10	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Compliant with rechargeable battery. Package Includes: (1) 9300P-501	11 to 15	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Powerheart AED G3 Pro; (1) 9144	16 to 20	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Rechargeable Battery; (2) pairs 9660	21 to 25	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Adult Defibrillation Pads; (1) 168-6000-001	26 to 30	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	AED Carry Bag; (1) 5550-005	31 to 35	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Wall Cabinet w/alarm 50-00392-20	36 to 40	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00
	41 to 45	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	
	46 to 50	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	\$2,650.00	

**Oklahoma Package 1**

**\*Includes 1 extra pair of pediatric defibrillation pads into standard package\***

Manufacturer	(AED) Make and Model	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Plus 9390A-501P	1 to 5	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
	Powerheart AED G3 Plus Fully-Automatic Package, AHA/ERC 2005 Guidelines Compliant. Package Includes: (1) 9390A-501 Powerheart AED G3 Plus Full-Auto; (1) 9146 Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable with 1 extra pair 9730 Pediatric Pads	6 to 10	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		11 to 15	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		16 to 20	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		21 to 25	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		26 to 30	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		31 to 35	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		36 to 40	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		41 to 45	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
	46 to 50	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
Cardiac Science	Powerheart G3 Plus 9390E-501P	1 to 5	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
	Powerheart AED G3 Plus Semi-Automatic TSO Package, AHA/ERC 2005. Package Includes: (1) 9390E-501 Powerheart AED G3 Plus Semi-Auto; (1) 9147 TSO-Certified Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable with 1 extra pair 9730 Pediatric Pads	6 to 10	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		11 to 15	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		16 to 20	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		21 to 25	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		26 to 30	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		31 to 35	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		36 to 40	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		41 to 45	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
	46 to 50	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	

**Oklahoma Package 1**

**\*Includes 1 extra pair of pediatric defibrillation pads into standard package\***

Manufacturer	(AED) Make and Model	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	
Cardiac Science	Powerheart G3 Plus 9300A-501P	1 to 5	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
	Powerheart AED G3 Fully-Automatic Package, AHA/ERC 2005. Package Includes: (1) 9300A-501 Powerheart AED G3 Full-Auto; (1) 9146 Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable with 1 extra pair 9730 Pediatric Pads	6 to 10	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		11 to 15	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		16 to 20	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		21 to 25	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		26 to 30	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		31 to 35	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		36 to 40	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
Cardiac Science	Powerheart G3 Plus 9300E-501P	1 to 5	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
	Powerheart AED G3 Plus Semi-Automatic TSO Package, AHA/ERC 2005. Package Includes: (1) 9390E-501 Powerheart AED G3 Plus Semi-Auto; (1) 9147 TSO-Certified Intellisense Battery; (2) pairs 9131 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink; (1) Serial Communications Cable with 1 extra pair 9730 Pediatric Pads	6 to 10	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00
		11 to 15	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		16 to 20	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		21 to 25	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		26 to 30	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		31 to 35	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
		36 to 40	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	
	41 to 45	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00		
	46 to 50	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00	\$1,369.00		

**Oklahoma Package 1**

**\*Includes 1 extra pair of pediatric defibrillation pads into standard package\***

Manufacturer	(AED) Make and Model	Single order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
Cardiac Science	Powerheart G3 Pro 9300P-501P	1 to 5	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines Compliant with non-rechargeable battery. Package Includes: (1) 9300P-501	6 to 10	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
	Powerheart AED G3 Pro; (1) 9145 Intellisense Battery; (2) pairs 9660 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink with 1 extra pair 9730 Pediatric Pads	11 to 15	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		16 to 20	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		21 to 25	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		26 to 30	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		31 to 35	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		36 to 40	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
Cardiac Science	Powerheart G3 Pro 9300P-601P	1 to 5	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
	Powerheart AED G3 Pro Package, AHA/ERC 2005 Guidelines Compliant with rechargeable battery. Package Includes: (1) 9300P-501 Powerheart AED G3 Pro; (1) 9144 Rechargeable Battery; (2) pairs 9660 Adult Defibrillation Pads; (1) 168-6000-001 AED Carry Bag; (1) 5550-005 Ready Kit; (1) Quick Start Tool Kit (includes Quick Start Guide, CD-ROM with AED manual, training video, RescueLink & MDLink with 1 extra pair 9730 Pediatric Pads	6 to 10	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		11 to 15	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		16 to 20	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		21 to 25	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		26 to 30	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		31 to 35	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
		36 to 40	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00
	41 to 45	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	
	46 to 50	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	\$2,524.00	

**AED Accessories Price List**

Part numbers	Description	Unit price
40-00005-01	9300E Multi-Rescue AHA Upgrade CD Kit	\$19.95
10-00076-01	9300P AHA Upgrade CD Kit	\$19.95
10-00086-02	9300E/A/C/D Single Rescue AHA Upgrade CD Kit	\$19.95
10-00096-01	9200RD and 9210RD Single Rescue AHA Upgrade CD Kit	\$39.95
109-0021-014	Additional Quick Start Tool Kit for 9300 A/C/E series AED: Includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink.	\$39.95
109-0021-015	Additional Quick Start Tool Kit for 9300 P series AED: Includes Quick Start Guide, CDROM with AED Manual, Training Video, RescueLink and MDLink.	\$39.95
109-0021-020	Additional Quick Start Tool Kit for 9390 A/E series AED: Includes Quick Start Guide, CDROM with AED Manual, Training Video, RescueLink and MDLink.	\$39.95
162-0108-001	IR Communications Cable for Powerheart AED G3 Pro (Serial) Compatible with USB Ports Via 9171-001.	\$58.75
168-6002-001	3-D Wall Mount Sign Identifying AED Location w/ two window decals	\$21.00
170-2145-001	Wire wall mount rack for 9300 AED G3	\$42.00
170-2146-001	Wire wall mount rack for 9300 series AED G3 with straps	\$42.00
170-2150-001	Wire wall mount rack for 9300 series AED G3 in carry case (168-6000-001)	\$46.00
170-2152-001	Wire wall mount rack for 9300 series AED G3 with straps in carry case (168-6000-001)	\$46.00
180-2021-001	Traditional AED wall mount storage case with strobe light alarm	\$199.00
180-2022-001	Wall Sleeve	\$65.00
168-6000-001	Carrying case for 9300 series AED.	\$99.00
164-0225-001	Empty backpack/carrying case, holds AED and size D or C oxygen cylinders.	\$320.00
166-0418-001	Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case.	\$32.00
50-00392-10	Surface Wall Mount Cabinet for AED's	\$159.00
50-00392-20	Surface Wall Mount Cabinet with alarm, security enabled for AED's	\$199.00
50-00392-30	Surface Wall Mount Cabinet with alarm, strobe, security enabled (for AED's)	\$239.00
50-00395-10	Semi-Recessed Wall Mount Cabinet (for AED's)	\$199.00
50-00395-20	Semi-Recessed Wall Mount Cabinet with alarm, security enabled (for AED's)	\$259.00
50-00395-30	Semi-Recessed Wall Mount Cabinet with alarm, strobe, security enabled (for AED's)	\$289.00
50-00400-10	Fully Recessed Wall Mount Cabinet (for AED's)	\$199.00
50-00400-20	Fully Recessed Wall Mount Cabinet with alarm, security enabled (for AED's)	\$239.00
50-00400-30	Fully-Recessed Wall Mount Cabinet with alarm, strobe, security enabled (for AED's)	\$259.00

**AED Accessories Price List**

Part numbers	Description	Unit price
5550-005	Ready Kit for AED G3 includes gloves, razor, scissors, towel, gauze, anticeptic wipers and one way filter mask	\$48.00
5587-001	Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP kits, First Aid kit. Includes wire wall mount rack.	\$1,395.00
5588-001	Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP kits and First Aid kit. This rugged, transportable bag can be conveniently placed on the wall under the AED wall cabinet.	\$1,395.00
180-5020-101	Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek.	\$395.00
180-2080-004	AED Trainer Replacement Remote Control.	\$29.95
9035	Adult Training Pads (one pair) for use with Cardiac Science training device.	\$18.75
9725	Pediatric Training Electrodes One Pair for use with Powerheart AED Trainer 180-5020-101	\$29.95
9021-003	AED Simulator	\$300.00
9044-001	Charge Kit for Chargable Battery for Powerheart AED G3 Pro Model	\$185.25
9051	Electrode Adapter QUIK-COMBO® SYSTEM	\$68.00
9053	Electrode Adapter ZOLL® SYSTEM	\$44.00
9055	Electrode Cable Reverse Adapter for QUIK COMBO® SYSTEM	\$250.00
9131-001	Defibrillation Electrode Pads (Adult) with Two Year Shelf Life for all Powerheart AED's	\$32.00
9141R-001	IntelliSense Lithium Battery, Powerheart G3 for AED 9300A/E Models	\$221.25
9142-101	IntelliSense Lithium Battery: for Powerheart AED G3 model 9300E shipped before April 12, 2004	\$245.00
9143-101	IntelliSense Lithium Battery, FirstSave G3	\$119.00
9144-001	Rechargeable Battery for Powerheart AED Pro Model	\$375.00
9145-101	IntelliSense Lithium Battery for Powerheart AED G3 Pro Model	\$375.25
9146-102	Intellisense Lithium Battery for Powerheart AED G3 (yellow) For 9390 A/E Units	\$245.00
9147-001-TSO	TSO C142A Standard Battery approved by the FAA (2 year) for Powerheart 9200/9300 A/E, and 9390A/E	\$375.00
9157-004	Hard sided carry case for Powerheart AED's	\$152.00
9171-001	USB Serial Adapter cable	\$29.35
9660-001	Polarized defibrillation pads (adult) with two year shelf life	\$32.00
9730-002	Pediatric Defibrillation Pads two year shelf life	\$74.00
5111-001	ECG Patient Monitoring Kit for Phowerheart AED G3 Pro Unit: Includes 3-lead cable	\$280.25

<b>Program Management - Solutions</b>		
<b>9934-001</b>	AHA Quick Response Program Management (2 year) AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders	<b>\$1,600.00</b>
<b>9934-002</b>	AHA Total Response Program Management (2 years) - in addition to Quick Response program features, basic first aid and oxygen administration are included.	<b>\$1,800.00</b>
<b>9935-001</b>	ESCI Quick Response Program Management (2 year) ESCI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders	<b>\$1,600.00</b>
<b>9935-002</b>	ESCI Total Response Program Management (2 years) - in addition to Quick Response program features, basic first aid and oxygen administration are included.	<b>\$1,800.00</b>
<b>9933-001</b>	Additional AHA AED/CPR Class - One additional AHA AED/CPR class for up to 10 students	<b>\$995.00</b>
<b>9919-201</b>	Additional ESCI AED/CPR Class - One additional ESCI AED/CPR class for up to 10 students	<b>\$995.00</b>
<b>Program Management – Component Offerings</b>		
<b>9928-002</b>	Medical Direction and MaterTrak for your AED program - price is per AED, per year. Cardiac Science will provide Medical Direction/Oversight with our MasterTrak AED Data Management service for your AED.	<b>\$195.00</b>
<b>9930-001</b>	MasterTrak AED Data Management Services - 1-10 devices at up to 10 locations. Cardiac Science's MasterTrak software helps you keep track of your AED devices.	<b>\$495.00</b>
<b>9930-002</b>	MasterTrak AED Data Management Services, Additional Devices, price per AED. Cardiac Science's MasterTrak software helps you keep track of your AED devices.	<b>\$45.00</b>
<b>9941-001</b>	Interactive Eminders - Optional reminders that let you know that an AED in your program needs your attention and records and track your action taken in your MasterTrack Dashboard.	<b>\$199.00</b>
<b>9922-001</b>	Online Refresher training for ten students (annually) provides a review of AED/CPR training and an online quiz	<b>\$391.00</b>
<b>9928-001</b>	Prescription for AED - A prescription is available at no charge - please indicate part # and an email address of the end-user customer. This RX is emailed only.	<b>\$0.00</b>

<b>Program Management – Service Offerings</b>		
<b>9940-001</b>	Annual AED Visit - Priced Per AED, Per Year includes disposable supply replenishment *AED Visits for customers with Program Management, with a 2 year commitment.(A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year)	<b>\$295.00</b>
<b>9940-002</b>	Semi - Annual AED Visit - Priced Per AED, Per Year includes disposable supply replenishment *AED Visits for customers with Program Management, with a 2 year commitment.(A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year)	<b>\$495.00</b>
<b>9940-003</b>	Monthly AED Visit - Priced Per AED, Per Year includes disposable supply replenishment *AED Visits for customers with Program Management, with a 2 year commitment.(A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year)	<b>\$3,540.00</b>
<b>9940-004</b>	Quarterly AED Visit - Priced Per AED, Per Year includes disposable supply replenishment *AED Visits for customers with Program Management, with a 2 year commitment.(A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year)	<b>\$1,180.00</b>
<b>9940-005</b>	Annual AED Visit - Priced Per AED, Per Year - First visit is one year from order date. (A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year) *AED Visits for customers without Program Management, with a 2 year commitment.	<b>\$525.00</b>
<b>9940-006</b>	Annual AED Visit - Priced Per AED, Per Year - First visit is within 30 days from order date.(A certified service tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly ad includes disposable supply replenishment (up to 2 adult pads, 1 pediatric pad, one battery per year) *AED Visits for customers without Program Management, with a 2 year commitment.	<b>\$395.00</b>

## **APPENDIX 06 – HIGH QUALITY CPR STUDY – UNIVERSITY OF PENNSYLVANIA**

This appendix begins on the page that follows.



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## **New Study Indicates Audiovisual Prompts on Cardiac Science AEDs Lead to Quality CPR by Untrained Rescuers**

### **Adult Volunteers without Prior CPR Training Perform Quality CPR when Guided by Cardiac Science Device**

*Results Presented at American Heart Association Scientific Sessions 2007*

**BOTHELL, WA – November 6, 2007** – Cardiac Science Corporation (NASDAQ: CSCX), a global leader in advanced cardiac monitoring and defibrillation products, **today highlighted results from a study which showed that adult volunteers with no prior cardiopulmonary resuscitation (CPR) training were able to deliver CPR of a quality often similar to trained professionals when using an automated external defibrillator (AED) that delivers appropriate, real-time CPR voice prompts.**

The study was conducted by **Benjamin S. Abella, MD, MPhil, Associate Director, Center for Resuscitation, University of Pennsylvania; Salem Kim, BA, Research Coordinator; Cheryl L. Shea, BSN, RAC, Vice President of Regulatory Affairs/Quality Assurance, Cardiac Science; and Lance B. Becker, MD FAHA, Professor of Emergency Medicine, University of Pennsylvania.** The study was presented in a poster session at the American Heart Association Scientific Sessions 2007 in Orlando, FL.

**“This investigation demonstrates that a layperson can perform CPR with a quality often similar to trained providers if supplied with the appropriate real-time prompts,”** said **Dr. Abella.** “Recent investigations have shown that quality CPR before defibrillation can improve the success of the shock from the AED. It has been shown that even trained professional providers can benefit from audiovisual prompts and real-time feedback. **Based on our results, we believe that it is very**



**important that an AED should be designed to provide clear, easy to follow instructions on how to perform quality CPR.”**

The study was based on a total of **63 adults** who were assessed on their use of Cardiac Science’s Powerheart® AED on a CPR-recording manikin. **The volunteers, who had no prior CPR training, relied only on the chest compression voice instructions and metronome prompts in the Cardiac Science device to deliver CPR.** Volunteers were prompted for **five cycles of 30 chest compressions between defibrillation attempts.** The presentation’s key points include:

- **The mean chest compression rate was 103±12. The American Heart Association (AHA) recommends a compression rate of 100 compressions per minute.**
- **There was minimal decay in the rate of chest compressions over five cycles, with a mean rate of 101±19 on the first cycle and 104±10 on the fifth cycle.**
- **All volunteers were able to operate the AED and complete five cycles of chest compressions.**
- **The mean chest compression depth was 37±14 mm as measured in the study. The AHA recommends a depth of 38mm to 50 mm.**

“We designed the Powerheart AED with ease of use, safety and reliability in mind so that any caregiver could deliver its lifesaving therapy,” said Ms. Shea. “We believe that in the chaos of an emergency situation, even someone trained in CPR can benefit from clear, easy to follow commands. We were very pleased to observe that adults with no previous CPR training were able to deliver CPR with chest compression rate and depth consistent with AHA guidelines after listening to the Powerheart AED voice prompts. The fact that the performance of CPR was in line with AHA guidelines with untrained users, without having to use specific CPR measurement devices or mechanical CPR systems, is a testament to the thought that went into the design of the product to make it easy to use during a sudden cardiac arrest. The innovative design of the Powerheart AED delivers peace of mind to the caregiver in an often stressful situation.”

**About Cardiac Science Corporation**

Cardiac Science is truly at the heart of saving lives. The Company develops, manufactures, and markets a family of advanced diagnostic and therapeutic cardiology devices and systems, including AEDs, electrocardiographs, stress test systems, Holter monitoring systems, hospital defibrillators, cardiac rehabilitation telemetry systems, patient monitor -- defibrillators and cardiology data management systems. Cardiac Science also sells a variety of related products and consumables, and provides a comprehensive portfolio of training, maintenance and support services. The Company is the successor to various entities that have owned and operated cardiology-related businesses that sold products under the trusted brand names Burdick®, Powerheart®, and Quinton®. Cardiac Science is headquartered in Bothell, WA, and also has operations in Lake Forest, California; Deerfield, Wisconsin; Shanghai, China and Manchester, United Kingdom.



Frost & Sullivan, the global growth consulting company, has awarded Cardiac Science its 2007 award for Global Excellence in ECG Monitoring, recognizing Cardiac Science's superior leadership and vision to provide superior healthcare solutions in the cardiac monitoring market.

**Forward Looking Statements**

*This press release contains forward-looking statements, including, but not limited to, those which infer that Cardiac Science Corporation's future revenue and profits may grow as a result of sales of defibrillation products. These statements and their underlying assumptions involve a number of risks and uncertainties and are not guarantees of future performance. These are forward-looking statements for purposes of the safe harbor provisions under the Private Securities Litigation Reform Act of 1995. The words "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. Actual results may vary significantly from the results 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, 2006. Cardiac Science Corporation undertakes no duty or obligation to update the information provided herein.*

###

## APPENDIX 07 – PROGRAM MANAGEMENT BROCHURE

This appendix begins on the page that follows.

# The Cardiac Science™ AED Program Management

We make it easy to administer an AED program

## Primary Users

- Large corporations
- Small, medium-size business
- Government agencies
- Military and law enforcement
- Community organizations
- Schools and colleges

## Primary Benefits

*Peace of mind.* Your AED program will help you meet government requirements and your AEDs will be ready to use when an emergency happens.

*Complete solution.* One program, run by one vendor, handles everything from physician oversight and staff education to maintenance and service issues.

We make the equipment, we educate, we record keep, and we provide medical direction. We outsource nothing.

*Effective management.* Save administrative time with 24/7 access to customer care, maintenance and service records, training and scheduling, device status, and program reports.



## Expert program management makes AED ownership easy

You've made the commitment to buying an AED, providing life-saving protection for your organization and community. Now there are legal and administrative details to handle.

With Cardiac Science AED Program Management, experienced people are there to guide you, every step of the way. We can help you make sure your program meets all the requirements. Our comprehensive program is designed to ensure you – and your AEDs – will be ready when an emergency occurs.

## A complete solution

- + Help satisfy government requirements. Many states and jurisdictions require medical direction and oversight for AED programs. With Program Management, Cardiac Science takes care of that for you.
- + Provide education for staff and volunteers. Cardiac Science employee educators deliver certified AED/CPR courses from the American Heart Association and Emergency Care and Safety Institute (ECSI).
- + Ensure compliance over time. Our MasterTrak™ system helps you keep track of education schedules, staff records, equipment maintenance, and more.

## It pays to partner with a leader

We've been doing this a long time – longer, in fact, than anyone in the industry. To date, we've implemented more than 20,000 AED programs and our 150 educators have taught more than 350,000 students. We have customers for our products and services all over the world.

We currently manage AED programs worldwide for institutions as large as Starwood Hotels & Resorts Worldwide, Inc. and Merrill Lynch & Co. and as small as your local dentist's office.

Best of all, in AED programs managed by Cardiac Science, a greater than 50 percent survival rate has been documented – versus an average five percent survival rate in the U.S.



# The Cardiac Science™ AED Program Management

## Program Management Offerings

Number of AEDs: \_\_\_\_\_

Number of Locations: \_\_\_\_\_

### Medical oversight

Education requirements, response protocols and instruction on post event reporting provided by a licensed physician.

	Basic Response	Quick Response	Total Response	A La Carte Options	Your Solution
Physician's prescription	X	X	X		<input type="checkbox"/>
Medical direction	X	X	X		<input type="checkbox"/>

### MasterTrak™ including Eminder™

Provides meticulous record keeping of all associated AED program components. We monitor program equipment inventory, locations, serial numbers, and expiration dates of pads, batteries, as well as keep records of certification dates, employee training records, and related test scores.

	Basic Response	Quick Response	Total Response	A La Carte Options	Your Solution
<b>MASTERTRAK INCLUDES:</b>					
Sends program welcome package, medical prescription, and oversight links	X	X	X		<input type="checkbox"/>
Maintains certification records	X	X	X		<input type="checkbox"/>
Tracks device locations, serial numbers, expiration dates, and incident reports		X	X		<input type="checkbox"/>
24/7 program data access	X	X	X		<input type="checkbox"/>
Maintains test scores for Online Refresher Course (optional)	X	X	X		<input type="checkbox"/>
<b>EMINDER INCLUDES:</b>					
AED/CPR course date confirmation		X	X		<input type="checkbox"/>
Educator's introduction and profile		X	X		<input type="checkbox"/>
Monthly AED inspection reminders	X	X	X		<input type="checkbox"/>
Equipment expiration dates	X	X	X		<input type="checkbox"/>
Staff re-certification reminders	X	X	X		<input type="checkbox"/>
Contract expiration	X	X	X		<input type="checkbox"/>

### Proper Education

Cardiac Science educators deliver classes (max 10) with 1:1 student-manikin ratio. Students keep CPR barrier masks, course materials, and get an AED/CPR certification card.

	Basic Response	Quick Response	Total Response	A La Carte Options	Your Solution
AED/CPR certified course delivered on-site		X	X		<input type="checkbox"/>
Online AED refresher course—12 months after program start (optional)		X	X	X	<input type="checkbox"/>
First-Aid certified course			X	X	<input type="checkbox"/>
Emergency Oxygen certified course				X	<input type="checkbox"/>
Blood-borne Pathogen certified course			X	X	<input type="checkbox"/>

### Service Packs

A factory-certified technician will check the AED on a regularly scheduled basis to perform the manufacturer's recommended service inspection and replace any expired (or soon-to-expire) electrodes/batteries (up to two sets of adult pads, one set of pediatric pads, and one battery per year).

	Basic Response	Quick Response	Total Response	A La Carte Options	Your Solution
Annual service inspection				X	<input type="checkbox"/>
Semi-annual service inspection				X	<input type="checkbox"/>
Quarterly service inspection				X	<input type="checkbox"/>
Monthly service inspection				X	<input type="checkbox"/>
Data Management Service Pack: Tracks AEDs and sends Eminder notices for expiring equipment. Login access available to view data reports.				X	<input type="checkbox"/>

### Choose the plan that's right for you

Because AEDs are life-saving devices, federal and various state regulations require a licensed physician to oversee your program, meticulous record keeping, and AED/CPR instruction. For these tasks, our AED Program Management service is a sound investment.

You'll appreciate having one point of contact to oversee all components of your program. And, with one provider, you'll be assured a consistent result – our very best – whether you have one location or many all over the world.

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## APPENDIX 08 – MSDS SHEETS

This appendix begins on the page that follows.



## Material/Product Safety Data Sheet (MSDS-PSDS)

LO/G products	Lithium /Sulfur (Sulphur) dioxide single cells and multi-cell battery packs
Revision 6 Date 02/2009	

<b>1. Identification of the Substance or Preparation and Company</b>			
<b>Product</b>	<b>Lithium/Sulfur (Sulphur) dioxide unit cells and multi-cell battery packs (Li-SO<sub>2</sub>)</b>		
<b>Production sites</b>	Saft Ltd. River Drive Tyne & Wear South Shields NE33 2TR – UK Ph. :+44 191 456 1451 Fax :+44 191 456 6383	Saft Rue Georges Leclanché BP 1039 86060 Poitiers cedex 9 FRANCE Ph. :+33 (0)5 49 55 48 48 Fax :+33 (0)5 49 55 48 50	Saft America Inc 313 Crescent Street Valdese NC 28690 – USA Ph. :+1 (828) 874 4111 Fax :+1 (828) 874 2431
www.saftbatteries.com (section "Contact")			
<b>Emergency contact</b>	+1 (703) 527 3887 (CHEMTREC US Service Center) within the USA : 800 424 9300		

<b>2. Hazards Identification</b>
<p>Do not short circuit, recharge, puncture, incinerate, crush, immerse, force discharge or expose to temperatures above the declared operating temperature range of the product. Risk of fire or explosion. The Lithium-Sulfur dioxide batteries described in this Product Safety Data Sheet are sealed units which are not hazardous when used according to the recommendations of the manufacturer.</p> <p>Under normal conditions of use, the electrode materials and electrolyte they contain are not exposed to the outside, provided the battery integrity is maintained and seals remain intact. Risk of exposure only in case of abuse (mechanical, thermal, electrical) which leads to the activation of safety valves and/or the rupture of the battery containers. Electrolyte leakage, electrode materials reaction with moisture.</p>

<b>3. Composition &amp; Information on Ingredients</b>					
Each cell consists of a hermetically sealed metallic container containing a number of chemicals and materials of construction of which the following could potentially be hazardous upon release.					
Ingredient	Content	CAS No.	CHIP Classification		
Lithium (Li)	< 3.0%	7439-93-2			F; R14/15 C; R34 R14/15, R21,R22, R35, R41, R43 S2, S8, S45
Acetonitrile (CH <sub>3</sub> CN)	< 9%	75-05-8			F; R11, R14/15, R21, R22, S2, S8, S24, S26, S36, S37, S45



Sulfur dioxide (SO <sub>2</sub> )	< 30%	7446-09-5	  	R22, R36/37, R41, S2, S8, S22, S24, S26, S36, S37, S45
Lithium Bromide (LiBr)	2.0 – 2.5%	7550-35-8		NONE KNOWN
Carbon (C <sub>n</sub> )	6.5 – 7.0%	1333-86-4		NONE KNOWN
<i>Amount vary depending on cell size</i>				

4. First Aid Measures	
Inhalation	Remove from exposure, rest and keep warm. In severe cases obtain medical attention.
Skin Contact	Wash off skin thoroughly with water. Remove contaminated clothing and wash before reuse. In severe cases obtain medical attention.
Eye Contact	Irrigate thoroughly with water for at least 15 minutes. Obtain medical attention.
Ingestion	Wash out mouth thoroughly with water and give plenty of water to drink. Obtain medical attention.
Further Treatment	All cases of eye contamination, persistent skin irritation and casualties who have swallowed this substance or been affected by breathing its vapours should be seen by a Doctor.

5. Fire Fighting Measures	
<p>CO<sub>2</sub> extinguishers or, even preferably, copious quantities of water or water-based foam can be used to cool down burning Li-SO<sub>2</sub> cells and batteries, as long as the extent of the fire has not progressed to the point that the lithium metal they contain is exposed (marked by deep red flames). Do not use for this purpose sand, dry powder or soda ash, graphite powder or fire blankets. <b>Use only metal (Class D) extinguishers on raw lithium.</b></p>	
Extinguishing Media	Use water or CO <sub>2</sub> on burning Li-SO <sub>2</sub> cells or batteries and class D fire extinguishing agent only on raw lithium

6. Accidental Release Measures	
<p>Remove personnel from area until fumes dissipate. Do not breathe vapours or touch liquid with bare hands. If the skin has come into contact with the electrolyte it should be washed thoroughly with water. Sand or earth should be used to absorb any exuded material, seal leaking battery and contaminated absorbent material in plastic bag and dispose of as Special Waste in accordance with local regulations.</p>	



7. Handling and Storage	
Handling	Do not crush, pierce, short (+) and (-) battery terminals with conductive (i.e. metal) goods. Do not directly heat or solder. Do not throw into fire. Do not mix batteries of different types and brands. Do not mix new and used batteries. Keep batteries in non conductive (i.e. plastic) trays.
Storage	Store in a cool (preferably below 30°C) and ventilated area, away from moisture, sources of heat, open flames, food and drink. Keep adequate clearance between walls and batteries. Temperature above 90°C may result in battery leakage and rupture. Since short circuit can cause burn, leakage and rupture hazard, keep batteries in original packaging until use and do not jumble them.
Other	Lithium-Sulfur dioxide batteries are not rechargeable and should not be tentatively charged. Follow Manufacturers recommendations regarding maximum recommended currents and operating temperature range. Applying pressure on deforming the battery may lead to disassembly followed by eye, skin and throat irritation.

8. Exposure Controls & Personal Protection				
Occupational exposure standard	Compound	8hr TWA	15min TWA	SK
	Sulfur (Sulphur) dioxide	1 ppm	1 ppm	-
 Respiratory protection	In all fire situations, use self-contained breathing apparatus.			
 Hand protection	In the event of leakage wear gloves.			
 Eye protection	Safety glasses are recommended during handling			
 Other	In the event of leakage, wear chemical apron.			

9. Physical and Chemical Properties	
Appearance	Cylindrical or prismatic shape
Odour	If leaking, gives off a pungent corrosive odour.
pH	Not applicable
Flash Point	Not applicable unless individual components exposed
Flammability	Not applicable unless individual components exposed
Relative density	Not applicable unless individual components exposed
Solubility (water)	Not applicable unless individual components exposed
Solubility (other)	Not applicable unless individual components exposed



10. Stability and Reactivity	
Product is stable under conditions described in Section 7.	
Conditions to avoid	Heat above 70°C or incinerate. Deform. Mutilate. Crush. Pierce. Disassemble. Recharge. Short circuit. Expose over a long period to humid conditions.
Materials to avoid	Oxidising agents, alkalis, water.
Hazardous decomposition Products	Hydrogen (H <sub>2</sub> ) as well as Lithium oxide (Li <sub>2</sub> O) and Lithium hydroxide (LiOH) dust is produced in case of reaction of <i>lithium metal</i> with water.

11. Toxicological Information	
Signs & symptoms	None, unless battery ruptures. In the event of exposure to internal contents, corrosive fumes will be very irritating to skin, eyes and mucous membranes. Overexposure can cause symptoms of non-fibrotic lung injury and membrane irritation.
Inhalation	Lung irritant.
Skin contact	Skin irritant
Eye contact	Eye irritant.
Ingestion	Tissue damage to throat and gastro/respiratory tract if swallowed.
Medical conditions generally aggravated by exposure	In the event of exposure to internal contents, eczema, skin allergies, lung injuries, asthma and other respiratory disorders may occur.

12. Ecological Information	
Mammalian effects	None known if used/disposed of correctly.
Eco-toxicity	None known if used/disposed of correctly.
Bioaccumulation potential	None known if used/disposed of correctly.
Environmental fate	None known if used/disposed of correctly.

13. Disposal Considerations	
Do not incinerate, or subject cells to temperature's in excess of 70°C. Such abuse can result in loss of seal, leakage, and/or cell explosion. Dispose of in accordance with appropriate local regulations.	



#### 14. Transport Information

Note : when manufacturing a new battery pack, one must assure that it is tested in accordance with the UN Model Regulations, Manual of Tests and Criteria, Part III, subsection 38.3

<b>Label for conveyance</b>	For the single cell batteries and multicell battery packs which are non-restricted to transport, use lithium batteries inside label. For the single cell batteries and multicell battery packs which are restricted to transport (assigned to the Miscellaneous Class 9), use Class 9 Miscellaneous Dangerous Goods and UN Identification Number labels. In all cases, refer to the product transport certificate issued by the Manufacturer.
<b>UN Number</b>	UN 3090 (cells and batteries transported in bulk) UN 3091 (cells and batteries transported in or with equipment)
<b>Shipping name</b>	Lithium Metal Batteries
<b>Hazard classification</b>	Depending on their lithium metal content, some single cells and small multicell battery packs may be non-assigned to Class 9 (Refer to Transport Certificate).
<b>Packing group</b>	II
<b>IMDG Code</b>	3090 (Lithium batteries) 3091 (Lithium batteries in or with equipment)
<b>CAS</b>	
<b>EmS No.</b>	F-A, S-I
<b>Marine pollutant</b>	No
<b>ADR class</b>	Class 9

#### 15. Regulatory Information

Regulations specifically applicable to the product:

- ACGIH and OSHA: see exposure limits of the internal ingredients of the battery in section 8.
- IATA/ICAO (air transportation): UN 3090 or UN 3091
- IMDG (sea transportation) : UN 3090 or UN 3091
- Transportation within the US-DOT, 49 Code of Federal Regulations

<b>Risk phrases</b>	Lithium (Li)	R14/15 R21 R22 R35 R41 R42/43	Reacts violently with water, liberating extremely flammable gases. Harmful in contact with skin. Harmful if swallowed. Causes burns. Risk of serious damage to eye. May cause sensitization by inhalation and skin contact.
	Acetonitrile (CH <sub>3</sub> CN)	R11 R14/15 R21 R22	Highly flammable. Reacts violently with water, liberating extremely flammable gases. Harmful in contact with skin. Harmful if swallowed.
	Sulfur dioxide (SO <sub>2</sub> )	R22 R36/37 R41	Harmful if swallowed. Irritating to respiratory system. Risk of serious damage to eye.



Safety phrases	Lithium (Li)	S2 S8 S45	Keep out of reach of children Keep away from moisture In case of incident, seek medical attention.
	Acetonitrile (CH <sub>3</sub> CN)	S2 S8 S24 S26  S36 S37 S45	Keep out of reach of children. Keep away from moisture. Avoid contact with skin. In case of contact with eyes, rinse immediately with plenty of water. Wear suitable protective clothing. Wear suitable gloves. In case of incident, seek medical attention.
	Sulfur dioxide (SO <sub>2</sub> )	S2 S8 S22 S24 S26  S36 S37 S45	Keep out of reach of children. Keep away from moisture. Do not breathe dust. Avoid contact with skin. In case of contact with eyes, rinse immediately with plenty of water. Wear suitable protective clothing. Wear suitable gloves. In case of incident, seek medical attention.
UK regulatory references	Classified under CHIP		

#### 16. Other Information

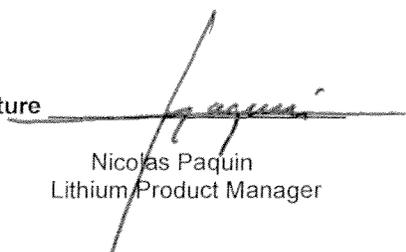
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Edition 6 – February 2009

Signature

  
Nicolas Paquin  
Lithium Product Manager



## APPENDIX 09 – VIRGINIA DMBE CERTIFICATION DOCUMENTS

This appendix begins on the page that follows.



December 10, 2010

Deanna Power  
VP of Operations  
SEK Solutions  
476 Viking Drive  
Virginia Beach, VA 23452

**Re:** NASPO Contract SW300 - Automated External Defibrillators - Addition of SEK Solutions as a Designated Virginia DMBE Certified Distributor of Cardiac Science Corporation Products and Disposables

Ms. Power,

This letter is to inform you that SEK Solutions, LLC is an Authorized Distribution Partner of Cardiac Science and is qualified and authorized to sell and distribute the product line Cardiac Science is offering for the above referenced contract within the Commonwealth of Virginia.

Please note that no company (including SEK Solutions, LLC) other than Cardiac Science is authorized to warranty, service or repair Cardiac Science equipment.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete McLean".

Pete McLean  
U.S. Distribution Manager  
Cardiac Science Corporation  
[pmclean@cardiacscience.com](mailto:pmclean@cardiacscience.com)

cc: Ed Kennedy, Cardiac Science Corporation  
Clark Hood, Cardiac Science Corporation  
Mike Castleman, Cardiac Science Corporation  
Thomas Bonin, Cardiac Science Corporation



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December 9, 2010

Thomas Bonin  
Proposal Writer  
Cardiac Science Corporation  
3303 Monte Villa Parkway  
Bothell, WA 98021

Re: NASPO Contract SW300 - Automated External Defibrillators - Addition of SEK Solutions as a Designated Virginia DMBE Certified Distributor of Cardiac Science Corporation Products and Disposables

Mr. Bonin,

Regarding the above referenced contract, SEK Solutions agrees to be bound to all portions of the SW300 solicitation submitted by Cardiac Science Corporation and any award.

Best regards,

A handwritten signature in black ink that reads 'Deanna Power'. The signature is fluid and cursive, with the first name 'Deanna' being more prominent than the last name 'Power'.

Deanna Power  
VP of Operations  
SEK Solutions  
Office: 757-416-7524  
Fax: 757-416-7580  
[dpower@seksolutions.com](mailto:dpower@seksolutions.com)

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF MINORITY BUSINESS ENTERPRISE

### SEK SOLUTIONS, LLC

is a certified Small, Minority owned Business meeting all requirements set forth under the Virginia Administrative Code, § 7VAC 10-21 et seq.

Certification Number: 005415

Valid Through: April 22, 2011

Accordingly Certified

*Samuel Hayes III*

Samuel Hayes III, Director

CERTIFIED

**SWaM** Small,  
Women and  
Minority-Owned

*Supplier Diversity Strengthens the Commonwealth*

by the Virginia Department of Minority Business Enterprise



## APPENDIX 10 – INDEMNIFICATION POLICY

This appendix begins on the page that follows.



## Cardiac Science Corporation AED Indemnification Policy

### Policy

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

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

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

### Customer Responsibilities

Indemnification is contingent upon the following:

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

### Defense of Claims

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



## APPENDIX 11 – STATE OF OHIO LETTER APPROVING CARDIAC SCIENCE AAP

This appendix begins on the page that follows.

Ohio Department of Administrative Services Equal Opportunity Division  
Ted Strickland, *Governor* 30 E. Broad Street  
Hugh Quill, *Director* 18th Floor  
Melinda Carter, *Deputy Director* Columbus, Ohio 43215

614.466.8380 voice  
614.728.5628 fax  
[www.das.ohio.gov/eod](http://www.das.ohio.gov/eod)



Cardiac Science Corporation  
3303 Monte Villa Parkway  
Bothell, WA 98021

Dear Julie Johns, :

The State of Ohio, Equal Opportunity Division (EOD) has reviewed your company's affirmative action information and has determined that **Cardiac Science Corporation** has satisfied the requirements pursuant to the Ohio Revised Code (ORC) 125.111(B).

This letter of approval is in effect from **08/19/2010** to **08/18/2011**. Please note: EOD may conduct an audit on your company's affirmative action program to determine continued compliance with ORC 125.111.

If you have any questions, please contact the Construction Compliance Unit at (614) 466-8380.

Sincerely,

A handwritten signature in black ink that reads "Melinda Carter". The signature is written in a cursive, flowing style.

Melinda Carter  
Deputy Director  
State EEO Coordinator

*Service. Support. Solutions for Ohio Government*



## **APPENDIX 12 – WORKERS’ COMPENSATION INSURANCE COVERAGE CERTIFICATE**

This appendix begins on the page that follows.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/09/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Seattle WA Office 1420 Fifth Avenue Suite 1200 Seattle WA 98101-4030 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (206) 749-4800      FAX (A/C. No.): (206) 749-4860	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000036823	
<b>INSURED</b> Cardiac Science Corporation 3303 Monte Villa Parkway Bothell WA 98021-8969 USA	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	INSURER A: Pacific Indemnity Co      20346	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570041004661      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)																				
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE																				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			71647179	11/01/2010	11/01/2011	<table border="1"> <tr> <td>X</td> <td>WC</td> <td>STATU-TORY LIMITS</td> <td>OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L.</td> <td>EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L.</td> <td>DISEASE-EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L.</td> <td>DISEASE-POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	X	WC	STATU-TORY LIMITS	OTH-ER			E.L.	EACH ACCIDENT		\$1,000,000		E.L.	DISEASE-EA EMPLOYEE		\$1,000,000		E.L.	DISEASE-POLICY LIMIT		\$1,000,000
X	WC	STATU-TORY LIMITS	OTH-ER																								
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	E.L.	DISEASE-POLICY LIMIT		\$1,000,000																							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																											

Certificate No : 570041004661

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of Oklahoma  
 Will Rogers Building  
 2401 N. Lincoln Blvd., Suite 116  
 Oklahoma City OK 73105 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*



State of Oklahoma  
Department of Central Services  
Central Purchasing

Solicitation

1. Solicitation #: SW300

2. Solicitation Issue Date: 11/19/2010

3. Brief Description of Requirement:

Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest compression Units  
NASPO / WSCA Multi-state Agreement  
Only AED manufacturers may make Proposals.

4. Response Due Date<sup>1</sup>: 12/14/2010

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing  
P.O. Box 528803,  
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- Invitation to Bid  
 Request for Proposal  
 Request for Quote

7. Requesting Agency: Statewide Solicitation

8. Contracting Officer:

Name: Florian Giza  
Phone: (405) 522-3428  
Email: florian\_giza@dcs.state.ok.us

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

## TABLE OF CONTENTS

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### ATTACHMENTS:

- (A) State of Louisiana Special Terms
- (B) State of Colorado Special Terms
- (C) State of Minnesota Special Terms
- (D) State of Washington Special Terms
- (E) State of Virginia Special Terms
- (F) State of New Jersey Special Terms
- (G) State of Missouri Special Terms
- (H) Pricing Matrix
- (I) Warranty and Recommendations

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

### **A.14. Award of Contract**

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:  
<https://www.ok.gov/dcs/vendors/index.php>.

### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

### **A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

### **A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

**B. SPECIAL PROVISIONS**

**B.1. Contract Period**

B.1 .1. This contract is for a twelve (12) month period, commencing at award of contract, with the option to renew for Five (5) additional one (1) year periods.

**B.2. Required Delivery**

B.2.1. Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days, should be noted on their price sheet.

**B.3. Type of Contract**

B.3.1. This is a firm fixed price contract. Prices may not be increased except at the end of each contract period. As new products become available additional pricing and Items may be added to the Contract. Contractor warrants that prices of materials, equipment , and Services, set forth herein do not exceed those charged by the contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. Contract is for indefinite delivery and indefinite quantity for the supplies/services specified.

**B.4. Authorized Users**

RFP's shall cover requirements during the specified period for all 50 states and all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

CHECK APPROPRIATE BLOCK

\_\_\_\_\_ Yes, permits usage by other  
than State Agencies  
\_\_\_\_\_ No, permits usage by State Agencies only.

**B.5. Notice of Award**

Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

**B.6. Extension of Contract**

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

**B.7. Payment of Invoices**

- B.7.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.7.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.7.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.8. Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

**B.9. State Purchasing Card.**

Does vendor accept the State Purchasing Card (P Card) for all 50 states?. The State of Oklahoma is currently using Mastercard. January 1<sup>st</sup> 2011 it will be a Visa.

SIGNITURE OF P-CARD ACCEPTANCE \_\_\_\_\_

DATE \_\_\_\_\_

- B.18.1. Product bid must be a current product model and available for general marketing purposes at the opening of this solicitation. Bidders must use best effort to assure product availability through the duration of the contract period.

**B.19. Authorized Representative**

- B.19.1. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification.

**B.20. Mandatory Contract**

- B.20.1. This contract is mandatory for State of Oklahoma agencies.

**B.21. Negotiations**

The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations.

- B.21.1 However, the Offeror should not expect that the State will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation.
- B.21.2 Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- B.21.3 The minimum requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.
- B.21.4 Selection of a Contractor for contract negotiations does not guarantee a contract with the State for Services.
- B.21.5 Execution of a contract with the State is contingent upon the successful negotiation of contract terms and conditions

**B.22. Contract Management Fees**

THE CENTRAL PURCHASING DIVISION SHALL BE PAID A CONTRACT MANAGEMENT FEE OF ONE PERCENT (1%) OF ALL TRANSACTIONS PURCHASED BY ANY ENTITY USING THIS CONTRACT. THE CONTRACT MANAGEMENT FEE SHALL BE NOTED ON THE QUARTERLY REPORTS AND PAID BY THE VENDOR, TO THE CENTRAL PURCHASING DIVISION WITHIN 30 DAYS FROM THE COMPLETION OF THE QUARTERLY REPORTING PERIOD. THE CONTRACT MANAGEMENT FEE SHALL BE SENT TO THE ATTENTION OF THE CONTRACTING OFFICER IDENTIFIED ON THIS SOLICITATION TO:

**DEPARTMENT OF CENTRAL SERVICES, CENTRAL PURCHASING DIVISION PO BOX 528803  
OKLAHOMA CITY, OK 73152-8803**

**ATTENTION: FLORIAN GIZA.**

THE CONTRACT MANAGEMENT FEE IS NOT TO BE CONSIDERED AN ADD-ON FEE TO THE AGENCY, BUT IS TO BE INCLUDED WITHIN THE COST AND DISCOUNT PERCENTAGE PROVIDED WITH THE BIDDERS RESPONSE TO THIS SOLICITATION.

- C.1.6.13. Vibration • Meets IEC 60068-2-64 Basic Environmental Testing – Random Vibration  
Broad Band (f1:20-f2:2000, ASD: 0.05).
- C.1.6.13.1. Meets IEC 60068-2-6 Environmental Testing – Vibration (sinusoidal), (10 to 150 Hz, 10m/s<sup>2</sup>).
- C.1.6.14. Drop Meets IEC 60068-2-32 Basic Environmental Testing – Free Fall – Procedure 1.
- C.1.6.15. Corrosion resistance External components are non-corrosive.
- C.1.6.16. Operating classification Short-time per IEC 60601-1 (30 minutes).

**C.1.7. Battery Physical**

- C.1.7.1. Size (L-W-H) 11.5 in. by 3.2 in. by 2.2 in. (29.2 cm by 8.1 cm by 5.7 cm).  
Weight 5.1 lbs. (2.3 kg).
- C.1.7.2. Type Rechargeable Nickel-Metal Hydride (NiMH)
- C.1.7.3. Battery voltage (nominal) 32.4V
  - C.1.7.3.1. Capacity 3200 mAh (typical) Initial Battery runtime (nominal patient) 30 minutes (typical)
  - C.1.7.3.2. Maximum Battery charge time Less than 4 1/4 hours at 77°F (25°C)  
Battery test-cycle time Less than 10 hours per test-cycle session; up to three consecutive sessions possible.
  - C.1.7.3.3. Required replacement interval 100 full charge/discharge cycles.  
Note: The Battery will not operate after 100 full charge/discharge cycles.
- C.1.7.4. Battery Environmental
  - C.1.7.4.1. Operating temperature +32° to +113°F (0° to +45°C) ambient installed
  - C.1.7.4.2. Charge temperature +41° to +95°F (5° to +35°C) ambient (68° to 77°F [20° to 25°C] preferred)
  - C.1.7.4.3. Storage temperature • -4° to +77°F (-20° to +25°C) ambient for less than six months (may require test-cycle to meet performance characteristics)
  - C.1.7.4.4. +77° to +95°F (+25° to +35°C) ambient for less than two months (may require test-cycle to meet performance characteristics)
  - C.1.7.4.5. Operating altitude 0 to 15,000 ft. (0 to 4,572 m) Enclosure protection Meets IP24 per IEC 60529
  - C.1.7.4.6. Shock Meets IEC 60068-2-27 Basic Environmental Testing Procedures – Shock (50g, 11ms pulse, half sine wave)
- C.1.7.5. Vibrations
  - C.1.7.5.1. Meets IEC 60068-2-6 Basic Environmental Testing Procedures (10 to 150 Hz, 10 m/s<sup>2</sup>) Meets IEC 60068-2-64 Basic Environmental Testing Procedures – Random
  - C.1.7.5.2. Vibration Broad Band – General Requirements (f1:20, f2:2000, ASD 0.05)
  - C.1.7.5.3. Free fall Meets IEC 60068-2-32 Basic Environmental Testing Procedures –
- C.1.7.6. Battery EMI/EMC Specifications
  - C.1.7.6.1. Electrostatic discharge IEC 61000-4-2, Level 3
  - C.1.7.6.2. Radiated emissions CISPR 11/EN55011, Group 1, Class A  
FCC part 15, Class A
- C.1.7.7. Battery Charger Physical Specifications
  - C.1.7.7.1. Size (L-W-H) 15 in. by 9.75 in. by 9.1 in. (38 cm by 25 cm by 23 cm).
  - C.1.7.7.2. Weight 10 lbs. (4.5 kg)
  - C.1.7.7.3. Operating input voltage 100 to 240V AC
  - C.1.7.7.4. Operating input frequency 50/60 Hz
  - C.1.7.7.5. Input current 2.0 Amps (maximum)
  - C.1.7.7.6. Maximum Battery charge Less than 4 1/4 hours (at 77°F [25°C])
  - C.1.7.7.7. Fuses User-replaceable, T2.0A 250V AC (2 required)

### **C.2.3. Monitoring**

- C.2.3.1. Patient monitoring through 3, 5 and 10 lead ECG cables, multi-function electrodes and paddles.
- C.2.3.2. Lead selector button located on front panel that allows user to change leads by pushing lead button.
- C.2.3.3. Lead selected IS on display at all times.
- C.2.3.4. Fully defibrillator protected leads.
- C.2.3.5. Dedicated circuitry that detects most implanted pacer spikes.
- C.2.3.6. Standard marker of pacer spike on ECG trace.
- C.2.3.7. Bandwidths: 0.5 – 21 Hz standard/ 0.05 - 150 Hz diagnostic/ 0.5 Hz – 27 Hz and 1 Hz – 21 Hz user -configurable
- C.2.3.8. ECG sizes: 0.5, 1.0, 1.5, 2.0, 3.0 cm/mV capable of being displayed on monitor.
- C.2.3.9. Digital Heart Rate display of 0 – 300 bpm +/- 5 %
- C.2.3.10. Heart rate on display.
- C.2.3.11. Heart rate alarms that are user selectable.
- C.2.3.12. Heart rate alarms as follows: tachycardia 60 – 280 bpm and bradycardia 20 – 100 bpm.
- C.2.3.13. Heart rate alarms have an on/off symbol displayed on monitor.
- C.2.3.14. Heart rate alarms provide the user with a generated strip chart recording and audible tone when activated.
- C.2.3.15. Heart rate alarms are smart alarms with beeper/voice prompts indicating shockable rhythm in AED mode.
- C.2.3.16. 1-volt/cm ECG out.
- C.2.3.17. Able to be put into diagnostic bandwidth by provider through soft keys on front panel.
- C.2.3.18. AED Mode uses SpO<sub>2</sub>, SpCO, SpMet, 12-lead and NIBP monitoring parameters.

### **C.2.4. Electrodes**

- C.2.4.1. Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.
- C.2.4.2. Electrodes available in two sizes for adults and pediatrics.
- C.2.4.3. The Multi-Function Electrodes allow the user to pre connect the electrodes without compromising shelf life.
- C.2.4.4. Electrodes have an optional accelerometer to enable CPR feedback and artifact filtering functionality.

### **C.2.5. Display**

- C.2.5.1. High resolution color liquid crystal display as a standard feature.
- C.2.5.2. Able to change display from color to black on white or white on black through the push of a button.
- C.2.5.3. Screen size that is a minimum of 5.63 inches (14.3cm) diagonally.
- C.2.5.4. Screen with a sweep speed of 25 mm sec.
- C.2.5.5. Screen that provides a minimum viewing time of 4 seconds.
- C.2.5.6. Provides the capability of viewing 1 ECG and one parameter channel simultaneously.
- C.2.5.7. Has a display that provides the following information: heart rate, lead/pads, alarm on/off, SpO<sub>2</sub>, SpCO, SpMet, EtCO<sub>2</sub>, NIBP, AED functions and prompts, defibrillator test function, self test function, error corrections and faults, pacer functions, code markers, alarm selection and limits, delivered energy, joule settings, ECG size, synchronized cardioversion.

### **C.2.6. Defibrillator**

- C.2.6.1. Utilizes a high current, low energy rectilinear, constant current biphasic waveform.
- C.2.6.2. The following energy selections are available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150 and 200 joules.
- C.2.6.3. Clinical evidence of 95% or better conversion rate at 120J.
- C.2.6.4. Clinical evidence of >95% success on high impedance patients.
- C.2.6.5. Meets current AHA specifications for biphasic defibrillation (<=200J low energy, scientific data to support efficacy claims).
- C.2.6.6. Allows provider the ability to adjust energy selection controls on device front panel or sternum paddle.
- C.2.6.7. Able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
- C.2.6.8. Display energy selected and delivered on monitor display, strip chart recorder and code summary.

- C.2.9.14. The 12-lead patient cable consists of 4 limb leads and a separate V lead cable.
- C.2.9.15. The 12-lead patient cable is capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
- C.2.9.16. The 12-lead patient cable accommodates either snap or clip connectors.
- C.2.9.17. The 12-lead parameter is capable of providing an automatic patient identifier using 7 alphanumeric characters.
- C.2.9.18. The 12-lead parameter is capable of providing a device identifier using 3 alphanumeric characters.
- C.2.9.19. Able to provide direct connectivity, without the use of an additional interface or format translator to the GE Medical Systems MUSE systems for the transmission of 12-lead ECG.
- C.2.9.20. Unit is able to provide direct transmission of the 12-lead ECG to the GE Medical Systems MAC 5000 cardiograph.
- C.2.9.21. Unit provides the option for integrated Bluetooth for the wireless transmission of 12-lead ECG and vital sign data to fax, email or to a printer.
- C.2.9.22. Unit is able to transmit 12-lead and vital sign data wirelessly to a PDA and /or Laptop that sends the data to a fax, email or to a printer.
- C.2.9.23. Unit is upgradeable to allow the use of an integrated Bluetooth option for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.
- C.2.9.24. Unit is able to transmit 12-lead ECG information through a standard type II PCMCIA fax/modem card or Bluetooth wireless technology.
- C.2.9.25. Unit provides serial communication capability through an RS232 serial port.
- C.2.9.26. Unit is able to transmit 12-lead and vital data both automatically and manually on acquisition.
- C.2.9.27. Unit is able to transmit all trend history data stored in the memory to either a PDA or laptop.
- C.2.9.28. Unit is able to transmit all data stored on a PC card to a remote handheld device.
- C.2.9.29. Unit offers the option of direct fax transmission via a Bluetooth option.

**C.2.10. Pulse CO-Oximetry**

- C.2.10.1. The unit is integrated oxygen (SpO<sub>2</sub>), carbon monoxide (SpCO) and methemoglobin (SpMet) measurement.
- C.2.10.2. The unit has the ability to automatically display SpO<sub>2</sub>, SpCO and SpMet values on the screen without user intervention.
- C.2.10.3. Alarm settings for SpCO and SpMet is user configurable.
- C.2.10.4. The unit utilizes pulse oximetry technology that has FDA 510(k) clearance for use during patient motion and low perfusion.
- C.2.10.5. The unit includes Masimo SET/Rainbow technology.
- C.2.10.6. The unit utilizes pulse oximetry sensors that work in bright sunlight.
- C.1.10.7. The unit utilizes alarms that are user adjustable in the field.

**C.2.11. Capnography**

- C.2.11.1. The unit, when purchased with SpO<sub>2</sub>, has an EtCO<sub>2</sub> port.
- C.2.11.2. All units with an EtCO<sub>2</sub> port are upgradeable to include CO<sub>2</sub> by plugging in a mainstream or sidestream CAPNO 5 sensor.
- C.2.11.3. Unit offers a solid-state CAPNOSTAT 5 module or sensor located outside of the device, allowing easy replacement if necessary.
- C.2.11.4. Unit is able to offer the option to upgrade to either mainstream or sidestream capnography or both with sensor located outside of the unit allowing easy service and replacement if needed.
- C.2.11.5. The EtCO<sub>2</sub> sidestream option provides a removable, disposable sample cell as part of the sampling kit.
- C.2.11.6. The defibrillator is capable of providing continuous EtCO<sub>2</sub> and respiratory rate readings as well as a capnogram for on-screen display or print-out.
- C.2.11.7. The sidestream sample pump is rated for 24,000 hours of continuous use.
- C.2.11.8. The CO<sub>2</sub> sensors used do not require a yearly calibration check.
- C.2.11.9. Unit displays an EtCO<sub>2</sub> reading and a capnogram within 15 seconds or less and warm up in less than 80 seconds.
- C.2.11.10. The is at full operating specification in less than 3 minutes.

**C.2.12. Non-Invasive Blood Pressure**

- C.2.12.1. Unit is capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
- C.2.12.2. Unit incorporates oscillometric technology.
- C.2.12.3. Unit displays systolic, diastolic and mean pressures.
- C.2.12.4. Unit is capable of taking automatic, stat or manual measurements.

- C.3.2.2. The AED will pass a 1.5 meter drop test per IEC 68-2-32
- C.3.2.3. Operating temperature: 0°C to 50°C

**C.3.3. Device Settings**

- C.3.3.1. The AED is capable of operating in semi-automatic and/or manual mode
- C.3.3.2. The AED is able to monitor a patient through a 3-Lead ECG cable, and have voice/text prompts for a low heart rate and/or a shockable rhythm. In manual mode while CPR chest compressions are being performed the unit has the ability to filter CPR artifact, displaying a filtered ECG rhythm
- C.3.3.3. Voice and visual prompts in the AED is user configurable
- C.3.3.4. The AED has 34 user configurable prompts
- C.3.3.5. Device CPR time setting is configurable in 30 second increments from 30 seconds to 180 seconds, and has the option of an extended (no set-time) CPR interval.
- C.3.3.6. Ability to configure device self-test interval from one to seven days.

**C.3.4. Battery Options**

- C.3.4.1. The AED is capable of running on Sealed lead Acid, Lithium Manganese or Lithium Ion batteries
- C.3.4.2. The Sealed Lead Acid and Lithium Ion batteries are rechargeable
- C.3.4.3. The AED's battery is compatible and can be used with a professional manual defibrillator

**C.3.5. Electrodes**

- C.3.5.1. The AED has the capability of monitoring a patient with a 3 lead patient cable through ECG
- C.3.5.2. The AED offers the option of a pre-connected one-piece electrode for ease of application
- C.3.5.3. The electrode is expandable to fit patients of various sizes
- C.3.5.4. The one-piece electrode has a shelf-life of 5 years
- C.3.5.5. The AED is compatible with two piece electrodes allowing both AA and AP placement.
- C.3.5.6. The two piece electrodes also offer an integrated CPR rate and depth sensor
- C.3.5.7. Ability to pre-connect electrode pads
- C.3.5.8. Warranty
- C.3.5.9. The devices' outer housing has a limited lifetime warranty
- C.3.5.10. The device has a 5 year warranty

**C.3.6. Event Documentation**

- C.3.6.1. The AED has an **internal** memory capable of recording up to 5.8 hours of continuous use.

**C.3.7. Information**

- C.3.7.1. The internal memory can be configurable to record information for one to four patients
- C.3.7.2. The AED offers the ability to download data via a built in IrDA port or through a removable USB key.

**C.4. PHILLIPS HS1 DEFIBRILLATOR SPECIFICATIONS**

**C.4.1. Specifications**

- C.4.1.1. Defibrillator delivers therapy using a biphasic truncated exponential waveform and automatically adjust parameters as a function of chest impedance during delivery of the waveform.
- C.4.1.2. Defibrillator is available for use on any patient of any age, including small children and infants.
- C.4.1.3. Defibrillator delivers 150 Joules nominal energy to a 50-ohm load.
- C.4.1.4. Defibrillator provides the first voice prompt within 3 seconds of power-on.
- C.4.1.5. Defibrillator achieves full charge within 1 second of shock advised.
- C.4.1.6. Defibrillator is able to deliver a shock within 10 seconds after the end of the CPR pause
- C.4.1.7. The defibrillator will fully disarm the capacitor internally under any of the following conditions:
  - C.4.1.7.1. A no shock decision is reached.

- battery that is disposable and recyclable.
- C.4.3.2. The primary battery provides an operating capacity of at least 90 full energy shocks or at least 3 hours of "On" time or a Standby time that is typically at least 4 years (3 years minimum).
- C.4.3.3. The lithium battery has an install by date of at least 5 years from date of manufacture.
- C.4.3.4. Battery replacement and subsequent readiness for use takes no longer than 30 seconds.

**C.4.4. Defibrillation Pads and Cable Specifications:**

- C.4.4.1. Defibrillation pads are integrated into the defibrillator.
- C.4.4.2. Comprehensive placement icons appears on each defibrillation pad.
- C.4.4.3. Defibrillation pads are available for use in infant/child applications (specifically for children 55 lbs. or less or 8 years old or younger).
- C.4.4.4. Cable length of the defibrillation pads are at least 40 inches for infants/children and 54 inches for adults.

**C.4.5. Data Collection and Review Specifications:**

- C.4.5.1. Event documentation and review tools that meet Utstein guidelines are provided.
- C.4.5.2. The defibrillator provides the means to collect and store up to 15 minutes of ECG data and unlimited Event data.
- C.4.5.3. Software that is PC compatible to download and review event data must be available.

**C.4.6. Defibrillator Training Specifications:**

- C.4.6.1. The defibrillator must support a training mode in which a shock is simulated but not delivered. Eight training scenarios should be available.
- C.4.6.2. Training shall also be made available via a separate, stand alone defibrillator training unit. This training unit must be clearly distinguishable from an actual defibrillator, and must not be capable of delivering an actual shock.
- C.4.6.3. Training electrodes shall be capable of 100 applications to standard training manikins.

**C.5. PHILLIPS FRX DEFIBRILLATOR**

**C.5.1. Specifications**

- C.5.1.1. Defibrillator delivers therapy using a biphasic truncated exponential waveform and automatically adjust parameters as a function of chest impedence during delivery of each waveform.
- C.5.1.2. Defibrillator is available for use on any patient of any age, including children and infants without having to deploy two sets of pads for different patient types
- C.5.1.3. Defibrillator delivers 150 Joules nominal energy to a 50-ohm load.
- C.5.1.4. Defibrillator provides the first voice prompt within 3 seconds of power-on.
- C.5.1.5. Defibrillator achieves full charge within 1 second of shock advised.
- C.5.1.6. Defibrillator is able to deliver a shock within 8 seconds typically after the end of the CPR pause
- C.5.1.7. The defibrillator fully disarms the capacitor internally under any of the following conditions:
  - C.5.1.7.1. A no shock decision is reached.
  - C.5.1.7.2. The defibrillator is turned off.
  - C.5.1.7.3. The shock button is not pressed within 30 seconds of arming.
  - C.5.1.7.4. The defibrillation pads are removed from the patient.

- C.5.4.2. The battery is disposable in normal household waste.  
*[Applies in United States only.]*
- C.5.4.3. The primary battery provides an operating capacity of at least 200 full energy shocks or at least 4 hours of "On" time or a Standby time that is typically at least 4 years.
- C.5.4.4. The battery has an install by date of at least 5 years from date of manufacture.
- C.5.4.5. The battery is a single pack to simplify the removal and replacement of the battery system.

**C.5.5. Defibrillation Pads and Cable Specifications**

- C.5.5.1. Defibrillation pads must be preconnected to the defibrillator.
- C.5.5.2. Placement icons must appear on each defibrillation pad.
- C.5.5.3. The defibrillator must be capable of treating patients of any age with the same set of pads – both adults and infant/child (children 55 lbs. or less or 8 years old or younger).
- C.5.5.4. Cable length of the defibrillation pads must be at least 48 inches.
- C.5.5.5. Defibrillator pads must be compatible with Philips HeartStart connector plug and adapters to Medtronic and Zoll defibrillators

**C.5.6. Data Collection and Review Specifications**

- C.5.6.1. Event documentation and review tools that meet Utstein guidelines must be available.
- C.5.6.2. The defibrillator must provide the means to collect and store up to 15 minutes of
- C.5.6.3. ECG data and seven years (typical) of Event and system data.
- C.5.6.4. Software that is PC or palmOne compatible to download and review event data must be available.

**C.5.7. Defibrillator Training Specifications**

- C.5.7.1. The defibrillator must support a training mode in which a shock is simulated but not delivered. Eight training scenarios should be available.
- C.5.7.2. Training shall also be made available via a separate, stand-alone defibrillator-training unit. This training unit must be clearly distinguishable from an actual defibrillator, and must not be capable of delivering an actual shock.
- C.5.7.3. Training electrodes shall be capable of 100 applications to standard training manikins.

**C.5.8. Defibrillator Configuration Specifications**

- C.5.8.1. Defibrillator must support CPR coaching with and without ventilations
- C.5.8.2. Defibrillator must support CPR and protocol pauses of varying lengths between 30 seconds and 3 minutes.
- C.5.8.3. Defibrillator must allow for configuration of the Call Emergency Medical Services prompt to varying positions within the protocol

**C.6. CARDIAC SCIENCE PRODUCT SPECIFICATIONS**

- C.6.1. DEFIBRILLATOR: Powerheart G3 (Automatic and Semi-Automatic)

**C.6.6. ENVIRONMENTAL: Powerheart G3, G3 Plus and G3 PRO**

- C.6.6.1. Operating temperature: -22°F to +149°F
- C.6.6.2. Humidity 5% to 95% (non-condensing).
- C.6.6.3. Water Resistance IEC 60529, IP24
- C.6.6.4. Vibration and shock IEC 60068-2-29 bump test, 40g and 6000 bumps; IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012 g<sup>2</sup>/Hz; EC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150Hz, 2g
- C.6.6.5. Free Fall Drop IEC 60068-2-32, 1 m.  
IEC 55011/CISPR 11, Group 1, Class B specifications for EM (radiated); IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M); IEC 61000-4-8, 80A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz-1320Hz immunity tests (magnetic); IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).

**C.6.7. AUTOMATED SELF-CHECKS: for Powerheart G3, G3 Plus(Automatic and Semi-Automatic), & G3 Pro**

- C.6.7.1. Daily Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software
- C.6.7.2. Weekly Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software
- C.6.7.3. Monthly Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software  
AED warns user with visual and audible alerts at minimum of 70 dBA if the system fails any of the automated self-tests and is not ready for use. Visible indicators include Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, and text display.

**C.6.8. EVENT DOCUMENTATION: Powerheart G3 and G3 Plus (Automatic and Semi-Automatic)& G3 PRO**

- C.6.8.1. Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality 60 minutes ECG data with event annotation, multiple rescue functionality
- C.6.8.2. Viewable via Rescuelink® software via PC  
Serial port or USB (via adapter) for PC with Windows  
Rescue event time stamp of event data. Clock can be synchronized to PC clock through direct connection to a PC.

**C.6.9. 7-YEAR LIMITED WARRANTY:**

- C.6.9.1. **Cardiac Science Corporation (“Cardiac Science”) warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty (“Limited Warranty”). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.**

**C.7. Medtronics: Physio-Control**

**C.7.1. The Automatic External Defibrillator System** meets the following requirements:

- C.7.1.1. It is of the external type. Portable, light weight, automatic, and requires minimal training to use to administer first aid immediately to a victim of sudden cardiac arrest.
- C.7.1.2. The defibrillators are designed for business and industry: safe for use in a wide range of settings such as prisons, Schools, universities, hospitals, and clinics.
- C.7.1.3. Operates on long-life maintenance-free batteries (life expectancy of 3 to 5 Years).

- C.7.5.5. The LIFEPAK 500 has been designed for first responders to cardiac emergencies - most often these will be lay people, not medical professionals, who have gone through an AED training class. Therefore, the design and operation is simple a power button, a shock button, an LCD display to view messages and instructions, and a voice prompt. The advanced technology that operates the LIFEPAK 500 does not allow shocks to accidentally be given. A shock is given only if the patient needs one. The voice prompts leads the responder through all the steps, including the necessary CPR steps. Data Download - Internal Digital Memory with 20 minutes audio recording (optional) At least 60 minutes if not configured with audio recording.
- C.7.5.6. Communications Options - Direct to PC, Modem Connection to PC using Hayes AT-Compatible Modem; Print Direct with EPSON ESC/P protocol for printers with 9-point printheads.
- C.7.5.7. The LIFEPAK 500 stores everything that happens during an event. This includes the patient's heart rhythm, which buttons were pushed, the shocks that were delivered, when shocks were delivered, and the date and time of all actions. This information is very valuable to the treating physician, the medical director, and to you so that you can review the event after the fact to see if protocols were followed and how to better prepare for an event in the future.
- C.7.5.8. Height - 4", Width: 10.5", Depth 11.6"
- C.7.5.9. Weight - Biphasic Version 5.3 lbs.
- C.7.5.10. Five Year Manufacturer's Warranty

**C.7.6. LIFE PAK 12 General Specifications**

- C.7.6.1. The LIFEPAK 12 defibrillator/monitor series has five main operating modes
- C.7.6.2. Advisory Mode (SAS): Provides all features available except manual defibrillation, synchronous cardioversion and pacing.
- C.7.6.3. Manual Mode - Provides normal operating capability for ALS users.
- C.7.6.4. Setup Mode -Allows operator to customize the device.
- C.7.6.5. Service Mode – Allows operator to execute device diagnostic tests and calibrations.
- C.7.6.6. Inservice Mode. - Provides simulated waveforms for **demonstration purposes.**

- C.7.11. Standard Paddles or QUIK-COMBO**
- C.7.12. Pacing/defibrillation ECG electrodes or FASTPATCH®**
  - C.7.12.1. Disposable defibrillation/ECG electrodes are used for paddles lead monitoring. Lead Selection - Leads I, II, III, (3-wire ECG cable)
- C.7.13. Leads I, II, III, AVR, AVL and AVF**
  - C.7.13.1. Acquired simultaneously (4-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, VI (Labeled "C" on 5-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5 and V6 acquired simultaneously, (10-wire ECG cable)
- C.7.14. ECG Size**
  - C.7.14.1. 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead) Heart Rate Display - 20 to 300 bpm digital display Out of range indication - Display symbol "—". Heart symbol flashes for each QRS detection.
- C.7.15. Continuous Patient Surveillance System**
  - C.7.15.1. (CPSS) - In advisory mode while Shock Advisory System is not active, CPSS monitors the patient, via paddles or Lead II ECG, for potentially shockable rhythms. Analog ECG output - 1V/mV x 1.0 gain Common Mode Rejection - 90dB at 50/60Hz SpO2
- C.7.16. Nellcor Sensors**
  - C.7.16.1. SpO2 Measurement Range - 50 to 100%. SpO2 Waveform - IR pleth signal SpO2 Update Rate - as each pulse is detected. Calibration Range - 70 to 100% SpO2 Measurement - Functional SpO2 values are displayed and stored Pulse Rate - +/- 3 pulses per minute Dynamic signal strength bar graph Pulse tone proportional to value of displayed oxygen saturation NIBP
- C.7.17. Oscillometric Measurement**
  - C.7.17.1. Systolic Pressure Range - 30 to 245mmHg
  - C.7.17.2. Diastolic Pressure Range - 12 to 210mmHg
  - C.7.17.3. Units - mmHg, kPa
  - C.7.17.4. Mean Arterial Pressure Range - 20 to 225mmHg
  - C.7.17.5. Blood Pressure Accuracy - maximum mean error of .5mmHg with a standard deviation no greater than 8mmHg
  - C.7.17.6. Pulse Rate Range 30 to 200 pulses per minute
  - C.7.17.7. Pulse Rate Accuracy 2 pulses per minute or 2% which ever is greater.
  - C.7.17.8. Typical Measurement Time - 40 secs
- C.7.18. Microstream Technology**
  - C.7.18.1. Measurement Range 0 to 99mmHg
  - C.7.18.2. Display CO2 waveform and EtCO2 numerics
  - C.7.18.3. Units - mmHg, kPa. %; user selectable Automatic ambient pressure compensation
  - C.7.18.4. CO2 Accuracy (>20 minutes) - 0 to 38mmHg: 2mmHg 39 to 99mmHg: 5% of reading + 0.08% for every 1 mmHg
  - C.7.18.5. Warm up Time - 30 seconds (typical), 180 seconds max
  - C.7.18.6. Response Time - 2.9 seconds (includes delay time and rise time)
  - C.7.18.7. Respiration Rate Range - 0 to 60 breaths per minute
  - C.7.18.8. Respiration Rate Accuracy - 0 to 40 bpm: 1 bpm 41 to 60 bpm: 112 bpm Invasive Pressure (2 channels)
  - C.7.18.9. Measurement range - -30 to +300mmHg in six user selectable ranges
  - C.7.18.10. Display - IP waveform and numerics
  - C.7.18.11. Units - mmHg, kPa
  - C.7.18.12. User-selectable labels - ART, PA, CVP, ICP, LAP
  - C.7.18.13. Transducer type - Strain-gauge resistive bridge
  - C.7.18.14. Transducer sensitivity - 5mV/V/mmHg
  - C.7.18.15. Bandwidth - 0 - 30 Hz (<-3dB)
  - C.7.18.16. Numeric accuracy - 1 mmHg or 2% of reading, whichever is greater, plus transducer error
  - C.7.18.17. Leakage current - Meets ANSI/AAMI/IEC requirements Trend
  - C.7.18.18. Display - Choice of HR, SpO2(o), EtCO2, RR, NIBP, P1, P2, ST shown in channels 2 or 3. Time scale - Auto, 30 minutes, 1, 2, 4 or 8 hours
  - C.7.18.19. Duration - Up to 8 hours with -06 Memory PCB or later. Reduced storage capacity with earlier versions.
  - C.7.18.20. ST segment - After initial 12-lead ECG analysis, automatically selects and trends lead with the greatest ST displacement.
  - C.7.18.21. Alarms: Quick Set - Activates alarms for all parameters. VF/VT Alarm - Activates

## **D. EVALUATION**

### **D.1. Evaluation and Award**

- D.1.1. Evaluation of bids will be based on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. The State intends to award a contract to the responsible Contractor whose proposal, conforming to the solicitation, and is deemed the best value to the State of Oklahoma. Responses will be reviewed and awarded based on the following evaluation criteria:
  - D.1.1.1. Cost,
  - D.1.1.2. Warranty
  - D.1.1.3. Use of Credit Card
  - D.1.1.4. Value Added Recommendations
- D.1.2. The state may (1) reject any or all offerors, (2) accept other than the lowest offeror, and (3) waive minor discrepancies.
- D.1.3. The State reserves the right to accept by item, groups of items, or by total offer. The State may also award multiple contracts under this solicitation.
- D.1.4. The State reserves the right, at its sole discretion, to request clarifications or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Once evaluated, the State may make a recommendation for award(s), if a clear choice is apparent, or those Contractors determined to be in the competitive range may be contacted to schedule discussions and/or negotiation meetings

**E.1.0. PURPOSE: The State of Oklahoma, as the “lead state”, and on behalf of the National Association of State Procurement Officials (NASPO), issues this Request for Proposals, (RFP), for the purchase of Automated External Defibrillators, (AED) Equipment and Supplies for placement in State and Local Government Agencies, rural communities First Responders, health care facilities and other public access locations.**

**E.1.1. PARTICIPANTS: "National Association of State Procurement Officials (NASPO) is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information and cooperate to attain greater efficiency and economy. NASPO is facilitating a cooperative contract for use by state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all fifty (50) states. Obligations under this contract are limited to those Participating States who have expressed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, participating addendum or the resulting price agreement(s) will be permissive.**

**E.1.2. PARTICIPATING STATES:**

**Oklahoma  
Louisiana  
North Dakota  
Nevada  
New Jersey  
Oregon  
Missouri  
Virginia  
Arkansas  
Florida  
Iowa  
Minnesota  
South Dakota  
Wisconsin  
Alaska  
Hawaii  
Maryland  
Michigan  
New York**

E.3.0. VOLUME DISCOUNTS

General: Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

**E.3.1. Cumulative Ordering Volume Discounts:** The proposer is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through the exercise of any options.

**E.3.2. Volume Discount for Minimum Order Quantity:** The proposer is also invited to propose discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by vendor for minimum orders, as long as a single delivery location is specified at the discretion of the Purchasing Entity.

E.4.0. INSTRUCTIONS TO PROPOSERS:

**E.4.0.1. The State of Oklahoma's Statutes and Promulgated Rules are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at [http://www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html).**

**The Oklahoma Statues and Promulgated Rules shall apply to this solicitation and shall apply to any contract resulting from this solicitation. Failure by any submitting proposer to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the State for a submitting proposer's failure to consider the Statute or Rules in its response to this solicitation.**

**E.4.0.2. PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION WITH PROPOSAL RESPONSE FOR ORDERING ACTIVITIES:**

**E.4.0.2.1. Minimum Order (if any):**

**E.4.0.2.2. Geographic Coverage (Delivery Area): 50 States, District of Columbia and Puerto Rico**

**E.4.0.2.3. Discount: Prices shown herein are Net (discount deducted).**

**E.4.0.2.4. Quantity Discounts prices shown herein are Net:**

**E.4.0.2.5. F.O.B. Point(s): Destination – 50 States.**

**E.4.0.2.6. Payment Address: \_\_\_\_\_**

\_\_\_\_\_  
**Attn: Accounts Receivable**

**E.4.0.2.7. Vendor Representative (sales representative or technical assistance for ordering state or jurisdiction)**

**E.4.0.2.8. Type of electronic catalog offered (URL for the above information)**  
\_\_\_\_\_

**E.4.0.2.9. Prices should reflect the net price offered for each item**

**that such party's performance of this contract is prevented by reason of force majeure.**

**E.9.0.2. Notification:** If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

**E.9.0.3. Rights Reserved:** The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract. The State reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

**E.10.0. RESTOCKING FEES/RETURN OF GOODS:** Contractor's restocking fee is limited to no more than 10% of contract price. (**Restocking Fee:** \_\_\_\_\_%) This fee will be charged to return goods to vendor in the event of ordering error by the agency. The Contractor will accept unopened goods freight prepaid with return of goods authorization within 12 months of the receipt of goods. Products delivered to an agency in error are to be returned at no cost to the agency. Any other return due to faulty, expired, or non-merchantable product will be within 30 days, which is time to perfect a claim on the product delivery by freight damage or product performance.

**E.11.0. TECHNICAL DOCUMENTATION:**

**E.11.0.1.** All products supplied must meet or exceed all provisions and specifications of the RFP. Accessories must be made of latex free materials. Technical documentation is required by this RFP to demonstrate compliance of the product offered with applicable technical requirements and to allow a proper assessment of the products to be provided by this contract.

**E.11.0.2.** Failure to provide the required documentation with the bid response shall render the contractor non responsive, unless the Central Purchasing Director, in its sole discretion and in the best interest of the State, determines the acceptability of the products offered through technical documentation otherwise available within the Division. Such authority of the Division shall in no way relieve the contractor from the ultimate responsibility to submit the required documentation, nor shall any contractor assume that such documentation is otherwise available to the Division. The State shall not be responsible for the accuracy of the technical documentation in its possession.

**E.11.0.3.** All technical documentation shall be marked with the contractor's name, address, and contract number, and Item ID number and must be provided with each product upon delivery.

**E.12.0. TECHNICAL SERVICE:** A manufacturer certified technician shall provide technical service. If necessary to send equipment to the manufacturer for maintenance or repair, a

- E.14.0.3. Quantity Estimates: **Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.**
- E.14.0.4. Conflict of Terms: **In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.**
- E.14.0.5. Reports: **The contractor shall submit quarterly reports to the Lead State Contracting and Procurement Officer and, upon request, to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.**
  
- E.15.0. Nondiscrimination: **The bidder agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidder further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Bidder agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The bidder must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.**
- E.16.0. Severability: **If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.**
- E.17.0. Hazardous Chemical Information: **The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.**
- E.18.0. Political Subdivision Participation: **Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the NASPO participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.**
- E.19.0. PARTICIPATING STATES' UNIQUE TERMS AND CONDITIONS  
**Apart from the Lead State conducting the solicitation, the States listed in Section 3.0, Participating States have signified their intent to enter into a price agreement and, except where the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and**



ATTACHMENT (B)

COLORADO SPECIAL TERMS

Purchasing Entities in Colorado may not place orders until execution of a Participating Addendum. Apart from terms that may be necessary to adopt this award to orders placed in Colorado, the following terms and conditions shall be included.

**Vendor Offset: (Colorado)** Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.

**Non-appropriation Clause: (Colorado)** Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**E-Procurement System: (Colorado)** The State of Colorado has awarded an e-procurement system contract to NIC Commerce that has a transaction fee of 1% per order, with a ceiling of \$500 for any one order. The successful price agreement vendor must agree to terms as described in the following subparagraphs

The Contractor must agree to integrate its catalog into the e-procurement system, and the State (of Colorado) may elect to not execute a Participating Addendum should the parties fail to reach agreement on the terms of the integration. Once implemented, the contractor must pay the transaction fees as defined in the contract for orders placed in the system. In the event the price agreement Contractor fails to make payments, the State (of Colorado) may eliminate the Contractor from the system in accordance with a suitable escalation and review process developed by the State (of Colorado) and its e-procurement vendor.

The State (of Colorado) will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State (of Colorado) will negotiate a single pricing structure for price agreement purchases and Prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and Require manual reporting by the Contractor of ordering entity ordering volume for off-system purchases of supplies/services.

**Insurance:** During the term of this agreement, contractors shall obtain and maintain at all times, insurance in the following kinds and amounts. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on

## ATTACHMENT (C)

### MINNESOTA SPECIAL TERMS

1. **STATE AUDITS.** (Minn. Stat. ' 16C.05, Subd. 5) The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
2. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
3. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State=s failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 20 of this Agreement. This indemnification does not include liabilities caused by the State=s gross negligence or intentional wrong doing of the State.

4. **LAWS AND REGULATIONS LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. ' 181.59 prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.
5. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the

**Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor=s expense. This remedy is in additio State Of Minnesota – Affirmative Action Certification**

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If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary.

It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

## State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_



**5. Mercury content and preference (if applicable)**

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

**6. Site security**

While on Purchaser's premises. Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

**7. Hazardous materials**

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract,

must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and
- c) Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

\$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

## **9. TAXES, FEES AND LICENSES**

### **9.1. Taxes:**

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

### **9.2. Collection of Retail Sales and Use Taxes:**

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

- a) Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- b) Maintains an in-state inventory or stock of goods for sale;
- c) Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
- d) Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or e) Other factors identified in WAC 458-20.

### **9.3. Department of Revenue Registration for Out-of-State Contractors:**

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in

materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

**14. Proprietary or confidential information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor's information in the Purchasing Activity records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

**15. Protection of confidential and personal information**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information- (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or

provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

**18. Independent status of contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 5 I RCW.

**19. Gifts and gratuities**

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law. Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

**20. Immunity and hold harmless**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**21. Personal liability**

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

**3. Business Auto Policy (BAP):**

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$ 1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

**4. Additional Insurance Provisions:**

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

**5. Surplus Lines:**

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

**26. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

**27. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**28. Federal debarment and suspension (if applicable)**

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**29. Termination for conflict of interest**

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

**30. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

**31. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

**34. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

**35. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**36. Federal debarment and suspension (if applicable)**

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**37. Termination for conflict of interest**

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

**38. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to

**44. Federal debarment and suspension (if applicable)**

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**45. Termination for conflict of interest**

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

**46. Federal funding (if applicable)**

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

**47. Federal restrictions on lobbying (if applicable)**

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**48. Federal debarment and suspension (if applicable)**

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**49. Termination for conflict of interest**

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor



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- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the COV and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the COV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the  
  
payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

## ATTACHMENT (E)

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The COV encourages contractors and subcontractors to accept electronic and credit card payments.
- 
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
  
  - L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
  
  - M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
  
  - N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  
  - O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by mutual agreement between the parties in writing as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract..

## ATTACHMENT (E)

maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability - \$100,000.
  3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The COV must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability - \$1,000,000 per occurrence.
- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## ATTACHMENT (E)

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

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

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the commonwealth, if so required under Title 13.1 or title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void

## ATTACHMENT (E)

- E. **DELIVERY:** The Commonwealth expects complete delivery within 30 calendar days after receipt of order.
- F. **MINIMUM ORDERS:** Minimum order amounts (if any) shall be F.O.B. Destination, meaning actual freight costs are included in the price offered and set in conjunction with the State of Oklahoma.
- G. **RENEWAL OF CONTRACT:** Renewal periods shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract.
- H. **AWARD:** The COV portion of the award(s) will be made, in conjunction with the State of Oklahoma/NASPO Cooperative solicitation/contract, to the responsive and responsible manufacturer who has designated a DMBE certified small business distributor for the COV on a Grand Total basis (by Manufacturer Line if applicable). The purchasing office reserves the right to conduct any test that it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- I. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the State of Oklahoma and the COV.
- J. **PURCHASE VOLUME REPORTS:** The Contractor shall furnish the Division of Purchases and Supply quarterly reports covering the total dollar volume of purchases by ordering Agencies. These reports should include the name of the ordering entity, quantity purchased, unit price, total dollar amount sold, purchase order number, and date item sold. Reports shall be delivered to the COV, Department of General Services, ATTN: Tina Mizelle, Statewide Contract Officer, 1111 E. Broad Street, 6th Floor, Richmond, VA 23219, or emailed to Tina Mizelle at [tina.rodriquez@dgs.virginia.gov](mailto:tina.rodriquez@dgs.virginia.gov). These reports shall be sent within thirty-days upon completion of quarterly performance periods cited in the paragraph below. Sample of the required quarterly report is attached. Contract quarterly reporting periods shall be:

January 1 through March 31 – due April 30;

April 1 through June 30 – due July 30;

July 1 through September 30 – due October 30; and

October 1 through December 31 – due January 30.

## ATTACHMENT (E)

Internet electronic procurement solution, website portal [www.eva.virginia.gov](http://www.eva.virginia.gov) , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- P. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any offeror to submit information missing from its proposal, to clarify its offer, and to submit additional information which the Commonwealth deems desirable.
- Q. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the COV will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the COV or any agency or institution of the Commonwealth has purchased or uses its products or services. This clause does not apply to product information produced for use by COV.
- R. **CONFIDENTIALITY:** Unless approved in writing by the Department of General Services, Division of Purchases and Supply, the contractor may not sell or give to any individual or organization, reports, sales information, or other materials given to, prepared or assembled for contract users.
- S. **WARRANTY & MAINTENANCE MANUALS:**
- All products shall be fully guaranteed against defects in material and workmanship. Should any defect be noted by the owner, the purchasing office or his designee will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace

## ATTACHMENT (E)

**Level 1** vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

**Level 2** vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the COV and accept Bank of America VISA.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

**Level 3** vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

For more information regarding the COV, Department of Accounts (DOA) Small Purchase Charge Card Program, visit the website [http://www.doa.virginia.gov/General\\_Accounting/Charge\\_Card/Charge\\_Card\\_Main.cfm](http://www.doa.virginia.gov/General_Accounting/Charge_Card/Charge_Card_Main.cfm).

- V. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the COV, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in

ATTACHMENT (E)

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

# ATTACHMENT (F)

## State of New Jersey

or <http://www.nj.gov/labor/lsse/lspubcon.html>.

- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-I et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. LIABILITIES

- 2.1 LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY

Purchase Bureau -- Bid Ref. #

The insurance to be provided by the contractor shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General

## ATTACHMENT (F)

### State of New Jersey

costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.  
The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b, 1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

## ATTACHMENT (F)

### State of New Jersey

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.  
Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A -25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- c. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- d. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

## ATTACHMENT (F)

### State of New Jersey

2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**3.20 ASSIGNMENT OF ANTITRUST CLAIM(S)** - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey;
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

# ATTACHMENT (F)

## State of New Jersey

processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12-2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-1 3i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under



**ATTACHMENT (G)**  
**STATE OF MISSOURI**  
**DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

**TERMS AND CONDITIONS**

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

**1. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

**2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

**3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

**4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

**5. CONFLICT OF INTEREST**

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

**6. WARRANTY**

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

**7. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

**15. Stabilization (FMAP) Funding:**

The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

**16. Federal Funds Requirement:**

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**17. OFFSHORE REQUIREMENT:**

*Outside United States - If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.*

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No _____
Describe and provide details:		



## ATTACHMENT ( I )

### I.1 . Warranty Information:

Please include documentation concerning the warranty on each instrument and associated Supplies and accessories offered in this solicitation:

### I.2. Value added Recommendations:

Please list any value added recommendations below: