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: Physio-Control, Inc.

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	12/10/2010 Certified This Date
David Stafford Printed Name	Vice President, Finance Title
800-442-1142 Phone Number	rs.physiocontracts-south@medtronic.com Email
800-772-3340 Fax Number	

DEPARTMENT OF CENTRAL SERVICES CENTRAL PURCHASING 2010 DEC 28 P 4:09

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.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

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 for the manufacturer's name and number. Bidders 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.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

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.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

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 quanties. 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

____X___ 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 1st 2011 it will be a Visa.

SIGNITURE OF P-CARD ACCEPTANCE _____

DATE 12/10/2010

B.10. Gratuities

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing .

B.11. RFP Proposal Conformity

By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.12. Warranty

The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.13. Quarterly Reports: The vendor is required to provide quarterly reports using the attached template (See Section F, Attachment C). The report shall be received within 30 calendar days following the reporting period described herein.

B.13.1. Reports shall provide the total dollar amounts and an Itemized list of sales to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.13.2. Reports shall be submitted quarterly regardless of quantity.

B.13.3. Contract quarterly reporting periods & due dates shall be:

January 1 through March 31, Reporting due date: April 30
April 1 through June 30, Reporting due date: July 31
July 1 through September 30, Reporting due date: October 31
October 1 through December 31, Reporting due date: January 31

B.13.4. Reports should be submitted using the attached Excel template (See Section F, Attachment C)

B.13.5. Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet (Section F, Attachment C) within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.

B.13.6. **Failure to provide usage reports may result in cancellation or suspension of contract**_Note: The attached excel spreadsheet (Section F, Attachment C) must be used for submitting quarterly reports.

B.14. Energy Conservation

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

B.15. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.16. Patents and Royalties

The Vendor, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Acceptability

B.16.1. Proposals may only be considered on products, manufactured or produced for distribution and use in the United States.

B.16.2 Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.18. Product Availability

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.1 9.1. 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 tosubmit 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. SOLICITATION SPECIFICATIONS

Zoll Medical Corporation, Phillips Healthcare, Physio Control Products and Services, and Cardiac Sciences represent the product standards for which this RFP is solicitated. Any and all products being proposed, must be determined as equal to or better than any one or all of the following products to be considered through this solicitation. Awards will only be made to Manufacturers. Any States wishing to purchase through a distributor, must use Manufacturer contract and distributor must be approved by the Manufacturer which the distributor represents. Vendors awarded to in this agreement have the option of adding additional product at price protected prices. **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.**

C.1 ZOLL AUTOPULSE (AED)

C.1.1. Technical Specifications

C.1.1.1. Specifications provided in this chapter apply to the AutoPulse Resuscitation System Model 100. Intended for use on adults, 18 years of age or older

C.1.2. Patient Parameters

C.1.2.1. The AutoPulse is designed for adults with weight of no more than 300 lbs. (136 kg) with chest circumference of 29.9 to 51.2 in. (76 to 130 cm) and chest width of 9.8 to 15 in. (25 to 38 cm).

C.1.3. LifeBand

C.1.3.1. The latex-free LifeBand is for single-patient use only. The LifeBand consists of a cover plate and two bands integrated with a patient liner and compression pads with a Velcro® fastener.

C.1.4. Operating Parameters

C.1.4.1. Chest displacement Equal to 20% reduction in anterior-posterior chest depth.

C.1.4.2. Physiological duty cycle 50 ± 5%. Compression rate 80 to 5 compressions per minute.

Compression modes (user selectable)

C.1.4.3. 30:2 (30 compressions with two 1.5 second ventilation pauses)

C.1.4.4. 15:2 (15 compressions with two 1.5 second ventilation pauses)

C.1.4.5. Continuous compressions

C.1.4.6. Ventilation pause (30:2 and 15:2 mode) Two pauses of 1.5 seconds.

C.1.5. Physical Specifications

C.1.5.1. Size (L-W-H) 32.5 in. by 17.6 in. by 3.0 in. (82.6 cm by 44.7 cm by 7.6 cm).

C.1.5.2. Weight (excluding AutoPulse Battery) 20.5 lbs. (9.3 kg).

C.1.5.3. Display Dot matrix liquid crystal display (LCD), actively backlit, adjustable contrast.

C.1.6. Platform Environmental

C.1.6.1. Operating temperature +32° to +104°F (0° to +40°C).

C.1.6.2. Storage temperature -4° to +149°F (-20° to +65°C).

C.1.6.3. Relative humidity 5% to 95%, non-condensing.

C.1.6.4. Atmospheric pressure 0 to 15,000 feet above sea level (760 to 428 mmHg).

C.1.6.5. Water resistance Water resistant as defined by IP24 per International Electrotechnical Commission (IEC) 60529.

C.1.6.6. Safety classification Meets IEC 60601 – internally powered equipment, Type BF- Defibrillation

C.1.6.7. Protected, movable, short-time operation, Class III.

C.1.6.8. Electromagnetic susceptibility IEC61000-4-3, 4, 5, and 6 – level 2 (80 MHz to 2 GHz, 3V/m).

C.1.6.9. Electrostatic discharge Meets IEC 61000-4-2 – 6 KV Contact, 8 KV Air.

C.1.6.10. Electromagnetic emissions Meets CISPR 11/EN55011, Group 1, Class A.

C.1.6.11. Patient contacting materials Meets ISO 10993-1 Biological evaluation of medical devices.

C.1.6.12. Shock Meets IEC 60068-2-27 Basic Environmental Testing – Shock (50g, 11ms pulse,
half sine wave).

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/s2).

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/s2) 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.1.7.8. Battery Charger Environmental Specifications

C.1.7.8.1. Operating temperature +41° to +95°F (5° to +35°C) (68° to 77°F [20° to 25°C] preferred)

C.1.7.8.2. Storage temperature -40° to +158°F (-40° to +70°C)

C.1.7.8.3. Relative humidity 5% to 95%, non-condensing.

C.1.7.8.4. Operating altitude 0 to 10,000 ft. (0 to 3,048 m)

C.1.7.8.5. Enclosure protection Meets IP22 per IEC 60529

C.1.7.8.4. Shock (non-operational) Meets IEC 60068-2-27 Basic Environmental Testing Procedures – Shock (50g, 11ms pulse, half sine wave)

C.1.7.8.5. Vibration (non-operational) Meets IEC 60068-2-6 Basic Environmental Testing Procedures 10 to 150 Hz, 10m/s2

C.1.7.8.6. Meets IEC 60068-2-64 Basic Environmental Testing Procedures –

C.1.7.8.7. Vibration Broad Band – General Requirements (f1:20, f2:2000, ASD 0.05)

C.1.7.8.8. Free fall (non-operational) Meets IEC 60068-2-32 Basic Environmental

C.1.7.8.9. Safety requirements Safety certified to UL2601, CSA 22.2 No. 601.1-M90, EN60601-1

C.2 ZOLL ALS (AED) DEFIBRILLATOR

C.2.1. Physical Characteristics

C.2.1.1. Weight 13.2 lbs (5.9 kg). Size 5.75 in high x 13.1 in wide x 10.5 in deep (14.6 cm high x 33.3 cm wide x 26.7 cm deep).

C.2.1.2. Standard type II PCMCIA external card slot.

C.2.1.3 Standard removable type II standard PCMCIA cards (optional).

C.2.1.4. Digitally records ECG on a standard type II PCMCIA card (optional).

C.2.1.5. External paddles attached to the sides of the unit.

C.2.1.6. Battery that is located on the top.

C.2.1.7. Color coordinated front panel to separate the monitoring, defibrillation and pacing functions.

C.2.1.8. Defibrillator discharge button that illuminates when device is charged and ready to deliver shock.

C.2.1.9. Option for an affixed protective roll cage.

C.2.1.10. Optional carry case system that is affixed to the roll cage securely.

C.2.1.11. Integral carry bags providing an independent location for each cable

C.2.1.12. Tested through multi-function cable or paddles.

C.2.1.13. Testing capability which tests: charging, energy delivery, paddles, multi-function cable. test cap to allow multi-function cable testing.

C.2.1.14. Built-in AC or DC power as a standard feature.

C.2.1.14.1. 2.75 hours typical continuous ECG monitoring time with a new sealed lead acid battery.

C.2.1.14.2. 4.25 hrs typical continuous ECG monitoring time with a new Lithium ion battery.

C.1.1.14.3. GPS Clock Sync feature as a standard option.

C.2.2. CPR Quality Improvement

C.2.2.1. Real-time audio and visual (optional) CPR rate and depth feedback as a standard feature.

C.2.2.2. CPR artifact filtering to allow rescuer to see organized underlying rhythms to minimize pauses in compressions as a standard feature.

C.2.2.3. AHA Guidelines 2005 compliant and upgradeable to AHA Guidelines 2010 as necessary.

C.2.2.4. Option for CPR data to be recorded to a PCMCIA card.

C.2.2.5. Ability to review CPR on a software program to provide a complete review of the compressions delivered.

C.2.2.6. A filter that will allow continuous chest compressions to be done for the full duration of the users CPR protocol.

C.2.2.7. The CPR option to be used in a moving environment, such as an ambulance.

C.2.2.8. The CPR option , Anterior-posterior pad placement.

C.2.2.9. When the CPR option is in use, the SpO_2 monitoring functionality available.

C.2.2.10. The CPR feedback available with the standard pads or paddles cable connected to the unit.

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_2, 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_2, SpCO, SpMet, $EtCO_2$, 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.2.6.9. Has synchronized cardioversion capability with "sync" message displayed on monitor.
C.2.6.10. Has charge controls on both the front panel of unit, as well as, on apex paddle.
C.2.6.11. Has optional paddles that are external anterior/anterior adult and pediatric paddles.
C.2.6.12. Adult paddles slide off paddle housing to expose pediatric paddles.
C.2.6.13. Unit contains a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles Documented on strip chart recorder and optional PCMCIA card.
C.2.6.14. Has a " Multi-function" cable that is field replaceable.
C.2.6.15. Has a single "Multi-function cable" that operates both multi-function electrodes and external paddles.

C.2.7. Recorder

C.2.7.1. Utilizes a thermal strip chart recorder.
C.2.7.2. Strip chart recorder uses 90mm paper width thermal recording paper.
C.2.7.3. Strip chart recorder utilizes a 6 second delay.
C.2.7.4. Strip chart recorder able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (pacer C.2.7.5. version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG,SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
C.2.7.5. Has user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
C.2.7.6. Strip chart recorder able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.

C.2.8. Pacemaker

C.2.8.1. Unit utilizes a constant current 40 ms pace pulse width duration waveform.
C.2.8.2. Unit has a continuously variable current level.
C.2.8.3. Unit has a continuously variable pacing rate from 30-180 ppm.
C.2.8.4. Pacer parameters are maintained when switching back to defibrillation or monitor mode.
C.2.8.5. The heart rate alarms function in the pacing mode.
C.2.8.6. Has 4:1 button that allows viewing of intrinsic patient rhythm without losing pacing capture.
C.2.8.7. Configurable for initial setting of pacing rate.
C.2.8.8. Displays pacing rate and milliamps on display.
C.2.8.9. The pacer continues to deliver life-saving therapy in the event an ECG lead falls off.
C.2.8.10. Able to pace through multi-function or pacing electrodes.

C.2.9. 12- lead ECG

C.2.9.1. The 12-lead ECG does not require any special hardware or proprietary software on the receiving end.
C.2.9.2. The 12-lead parameter reside within a defibrillator weighing less than 13.2 lbs.
C.2.9.3. The 12-lead parameter provides a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.
C.2.9.4. The 12-lead parameter is capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
C.2.9.5. The 12-lead parameter utilizes the GE Marquette 12-SL ECG Analysis Program
C.2.9.6. The 12-lead parameter allows direct transmission of 12-lead ECG via land or cell phone to a standard fax machine, printer, e-mail address or "smart phone."
C.2.9.7. The 12-lead parameter provideS a user configuration that allows the option of printing detailed measurements along with the interpretation.
C.2.9.8. The 12-lead ECG is capable of being acquired without entering deep menus and without the use of a trim knob.
C.2.9.9. The unit offers an optional 0.05 to 40hz bandwidth
C.2.9.10. The 12-lead parameter allows users to easily insert patient name, age and gender using soft keys on the defibrillator
C.2.9.11. The 12-lead parameter allows users to print the 12-SL Analysis Interpretation including measurements and patient name, age and gender on 90mm fan-fold paper.
C.2.9.12. The 12-lead parameter is capable of storing up to 24 pre-programmed telephone numbers facilitating rapid and easy 12-lead ECG transmission.
C.2.9.13. The 12-lead parameter allows configuration of user defined lead groups for rapid printout and review of pertinent ECG.

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_2), carbon monoxide (SpCO) and methemoglobin (SpMet) measurement.
C.2.10.2. The unit has the ability to automatically display SpO, 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_2, has an $EtCO_2$ port.
C.2.11.2. All units with an $EtCO_2$ port are upgradeable to include CO_2 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 $EtCO_2$ 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 $EtCO_2$ 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_2 sensors used do not require a yearly calibration check
C.2.11.9. Unit displays an $EtCO_2$ 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.2.12.5. Automatic intervals are adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes
C.2.12.6. Stat mode allows up to 10 measurements within 5 minutes.
C.2.12.7. Unit includes an artifact indicator which is displayed when excessive artifact is detected.
C.2.12.8. Unit displays a cuff inflation status bar.
C.2.12.9. Unit is capable of displaying and/or printing up to 4 hours of patient BP history data.

C.2.13. Battery/Charging Systems

C.2.13.1. Unit is capable of using rechargeable sealed lead acid batteries and/or rechargeable lithium ion batteries.
C.2.13.2. New, fully charged sealed lead acid batteries provides the following capacities: 2.75 hours of continuous ECG monitoring, 2.25 hours of continuous ECG monitoring/pacing at 60 mA, 80 beats per minute and 40 defibrillator discharges at a maximum energy of 200 joules. (without additional monitoring parameters)
C.2.13.3. New, fully charged lithium ion batteries provide 4.25 hours of continuous ECG monitoring or 3.75 hours of continuous ECG monitoring/pacing at 60Ma, 80 beats per minute and 100 defibrillator discharges at a maximum energy of 200 joules.
C.2.13.4. Unit offers optional "Smart" batteries that calculate capacity as well as charge allowing providers to view the amount of monitoring time in the battery.
C.2.13.5. Smart batteries utilize an LED gauge showing in ½ hour increments available battery life.
C.2.13.6. Smart batteries have 2 separate components: smart chip and cells.
C.2.13.7. The smart chip or cells is field replaceable.
C.2.13.8. The battery is easy to change.
C.2.13.9. The unit offers a battery option with a recharge time of 4 hours or less with the integral charger.
C.2.13.10. The unit provides a LOW BATTERY indicator which displays on the monitor.
C.2.13.11. The unit provides a Battery Management charger system capable of charging both sealed lead acid and lithium ion batteries.
C.2.13.12. The unit comes with a Battery Management Software program for maintenance and conditioning of the batteries.
C.2.13.13. The AC charger uses a standard grounded cable to operate charging system in AC mode.
C.2.13.14. The DC charger utilizes the following DC connectors: cigarette lighter adapter or standard DC connector.
C.2.13.15. When plugged in, the AC or DC charger is able to recharge a depleted sealed lead acid battery or lithium ion battery, operate the unit without a battery or batteries in unit and simultaneously recharge battery and operate unit.
C.2.13.16. The AC or DC charger is able to operate at total functionality while drawing power off of recommended vehicle inverters.
C.2.13.17. The battery support system is capable of the simultaneous charging of 4 sealed acid batteries at one time.
C.1.13.18. The battery support system is capable of the simultaneous testing of up to 4 sealed lead acid batteries at one time.
C.2.13.19. The battery support system has an auto test feature that automatically tests charges and recalibrates sealed acid batteries whenever a battery is installed in system.

C.3. ZOLL AED Pro Bid Specifications

C.3.1. Defibrillator

C.3.1.1. The AED has a high-resolution LCD screen
C.3.1.2. Waveform: Device utilizes a Rectilinear Biphasic waveform
C.3.1.3. The device displays number of shocks on the screen
C.3.1.4. The device displays a filtered ECG rhythm when the unit is in manual mode and CPR is being performed
C.3.1.5. The AED utilizes a low energy rectilinear biphasic waveform
C.3.1.6. The energy settings must be user configurable with a maximum energy setting of 200 joules and a minimum of 150 joules for ADULT victims
C.3.1.7. The AED invokes a specific pediatric algorithm when pediatric pads are attached, with a maximum setting of 85 joules and a minimum of 50 joules
C.3.1.8. The defibrillator has a metronome set at 100 beats/second to assist the rescuer with the rate of CPR compressions

C.3.2. Environmental

C.3.2.1. The AED meets water and particulate ingress ratings of IP55 per IEC 60529

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.

C.4.1.7.2. The defibrillator is turned off.
C.4.1.7.3. 30 seconds after arming if the shock button is not pressed.
C.4.1.7.4. The defibrillation pads are removed from the patient.

C.4.1.8. The defibrillator provides natural sounding, high fidelity voice prompts.

C.4.1.9. The defibrillator provides voice prompts that are responsive to/interactive with the user's actions with the adhesive pads

C.4.1.10. The defibrillator possesses the ability to do CPR voice coaching

C.4.1.11. The defibrillator reminds the user to call Emergency Medical Services

C.4.1.12. The defibrillator patient analysis algorithm detects electrical noise (artifact) that could interfere with the device's ability to perform analysis

C.4.1.13. The defibrillator must reject pacemaker artifact

C.4.1.14. The defibrillator analyzes the heart rhythm without requiring the user to initiate analysis.

C.4.1.15. The defibrillator does not require a pulse-check before being applied, per AHA protocol.

C.4.1.16. The defibrillator permits modification of device settings to match prevailing protocols.

C.4.1.17. Defibrillator Size, Weight and Durability Specifications:

C.4. 2. Specifications

C.4.2.1. Defibrillator unit weighs no more than 3.3 pounds with the battery installed and pads attached.

C.4.2.2. The defibrillator withstands a drop of 1 meter to any edge, corner, or surface and remain operational.

C.4.2.3. The defibrillator is no larger than the following dimensions:
C.4.2.3.1. Under 195 cubic inches (2.8" H x 8.3" W x 7.4" D)

C.4.2.4. Defibrillator Maintenance and Testing specification.
C.4.2.4.1. The defibrillator conducts an automated self-test at the following intervals/events:
C.4.2.4.1.1. Daily
C.4.2.4.1.2. Weekly
C.4.2.4.1.3. Monthly
C.4.2.4.1.4. Following the Insertion of
C.4.2.4.1.5. battery (BIT test)
C.4.2.4.1.6. When the defibrillator has been stored outside prescribed temperature range
C.4.2.4.1.7. After attaching pads
C.4.2.4.1.8. Continuously while in operation

C.4.2.5. The defibrillator provides an active visual and audible indicator that it has passed all internal self-tests and is ready for deployment.

C.4.2.6. The defibrillator provides a visual and audible indicator when:
C.4.2.6.1. An error is detected during self-testing
C.4.2.6.2. The defibrillator has been stored outside of the prescribed temperature range
C.4.2.6.3. The battery is low, depleted, or missing

C.4.2.7. The defibrillator includes a full energy discharge test as part of its automatic and periodic self-testing.

C.4.2.8. The defibrillator tests for the usability of the pads using gel moisture as a measure of impedance on a daily basis.

C.4.2.9. The defibrillator verifies calibration during self-testing without requiring the use of an external device.

C.4.3. Defibrillator Energy Source Specifications: Standard Battery

C.4.3.1. The defibrillator utilizes a lithium manganese dioxide

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 impedance 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.5.1.8. The defibrillator provides natural sounding, high fidelity voice prompts.

C.5.1.9. The defibrillator provides voice prompts that are responsive to/interactive with the user's actions with the defibrillator pads case

C.5.1.10. Defibrillator provides CPR voice coaching for adults, infants and children

C.5.1.11. The defibrillator reminds the user to call Emergency Medical Services

C.5.1.12. The defibrillator has a descriptive icon interface that supports the user's ability to place pads on the patient's chest, stay clear of the patient and deliver a shock if needed

C.5.1.13. The defibrillator patient analysis algorithm detects electrical noise (artifact) that could interfere with the device's ability to perform analysis

C.5.1.14. The defibrillator rejects pacemaker artifact

C.5.1.15. The defibrillator must analyze the heart rhythm without requiring the user to initiate analysis.

C.5.1.16. Defibrillator does not require a pulse-check before being applied, per AHA protocol.

C.5.1.17. Defibrillator unit must weigh no more than 3.5 pounds with the battery installed and pads attached.

C.5.1.18. The defibrillator must be no larger than the following

C.5.2. DIMENTIONS

C.5.2.1. Under 152 cubic inches (2.4" H x 7.1." D x 8.9" W)

C.5.2.2. The defibrillator withstands a drop of 1 meter to any edge, corner, or surface and remain operational.

C.5.2.3. Defibrillator is rated at least IP55 water jet and dust proof

C.5.2.4. Defibrillator isable to withstand a crush weight of at least 500 pounds of weight

C.5.2.5. Defibrillator is able to withstand temperatures of 0 to 50 C (32 to 122 F) in standby and operating modes

C.5.2.6. Defibrillator is rated for use in commercial aircraft per RTCA/D0-160D

C.5.2.7. Defibrillator is rated to support altitudes of 0 to 15,000 feet

C.5.3. Defibrillator Maintenance and Testing Specifications

C.5.3.1. The defibrillator conducts an automated self-test at the following intervals/events:

C.5.3.1.1. Daily

C.5.3.1.2. Weekly

C.5.3.1.3. Monthly

C.5.3.1.4. Following the Insertion of battery (BIT test)

C.5.3.1.5. After attaching pads

C.5.3.1.6. Continuously while in operation

C.5.3.1.7. The defibrillator must provide an active visual and audible indicator that it has passed all internal self-tests and is ready for deployment.

C.5.3.2. The defibrillator provides a visual and audible indicator when:

C.5.3.2.1. An error is detected during self-testing

C.5.3.2.2. The defibrillator has been stored outside of the prescribed temperature range

C.5.3.2.3. The battery is low

C.5.3.3. The defibrillator provides a visible indicator when:

C.5.3.3.1. The battery is dead or missing

C.5.3.4. The defibrillator is include a full energy discharge test as part of its automatic and periodic self-testing.

C.5.3.5. The defibrillator is tested for the usability of the pads using gel moisture as a measure of impedance on a daily basis.

C.5.3.6. The defibrillator verifies calibration during self-testing without requiring the use of an external device.

C.5.4. Defibrillator Energy Source Specifications

C.5.4.1. The defibrillator utilizes a lithium manganese dioxide battery.

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.6.1.1. 9390A fully automatic version and 9390E semi- automatic version
C.6.1.2. Waveform STAR® biphasic truncated exponential
C.6.1.3. Escalating Variable Energy (VE) 95J to 351J
C.6.1.4. Automatic for 9390A; single-button operation for 9390E
C.6.1.5. Five energy protocols available
C.6.1.6. RescueCoach voice instructions guide user confidently through rescue process
C.6.1.7. Metronome for compression frequency
C.6.1.8. Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders
C.6.1.9. Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display
C.6.1.10. Voice prompt, system alert
C.6.1.11. Built-in automatic synchronization feature
C.6.1.12. Pacemaker pulse detection
C.6.1.13. Programmable via MDLink®
C.6.1.14. Pediatric capability

C.6.2. Powerheart G3 Pro (Semi-Automatic with Manual Override)

C.6.2.1. 9300P (semi-automatic with manual override)
C.6.2.2. Waveform STAR® biphasic truncated exponential
C.6.2.3. Scalating Variable Energy (VE) 95J to 351J
C.6.2.4. Shock button and manual override
C.6.2.5. Five energy protocols available
C.6.2.6. Clear, concise voice prompts guide user through the rescue
C.6.2.7. Displays written instructions to guide user through rescue process, SmartGauge battery status indicator, service indicator, pad indicator, text display, ECG display
C.6.2.8. 3.5 in (8.9 cm) diagonal transreflective TFT display with 320 x 240 pixels (quarter
C.6.2.9. VGA). Resolution is 113.5 dots/in (4.47 dots/mm)
C.6.2.10. Rescue Ready status indicator
C.6.2.11. Voice prompt, system alert
C.6.2.12. Built-in automatic synchronization feature
C.6.2.13. Pacemaker pulse detection
C.6.2.14. Programmable via MDLink®
C.6.2.15. Pediatric capability

C.6.3. ELECTRODES: For Powerheart G3 / G3 Plus / G3 Pro(Automatic and Semi- Automatic)

C.6.3.1. Minimum combined surface area:35.3 sq in
C.6.3.2. Extended length of lead wire: 4.3 ft
C.6.3.3. Self-checking, pre-connected to the AED
C.6.3.4. Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads
C.6.3.5. Shelf life: 2 years

C.6.4. BATTERY: Powerheart G3 / G3 Plus (Automatic and Semi-Automatic)

C.6.4.1. Extended Life IntelliSense® lithium battery
C.6.4.2. 4-year, full operational replacement from date battery is inserted
C.6.4.3. 5 year Shelf Life
C.6.4.4. No. of Discharges 290 at 20°C

C.6.5. BATTERY: Powerheart G3 Pro (Semi-Automatic with Manual Override)

C.6.5.1. 9145 IntelliSense® lithium battery (2- Battery Option)
C.6.5.2. 1-year, or 12 hours of use whichever occurs first
C.6.5.3. 9144 rechargeable battery

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 g2/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 arest.

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.7.1.4. Performs daily-automated self-tests that check readiness for use.
C.7.1.5. Provides easy-to-follow voice prompts that guide the operator through the process.
C.7.1.6. Has an LCD display.
C.7.1.7. The device is able to automatically determine whether shock is required and protect against inappropriate delivery of a shock. thus eliminating the need for an operator to be trained in reading and interpreting the patient's electrocardiogram (ECG).
C.7.1.8. The devices is capable of recognizing the presence or absence of ventricular fibrillation or rapid ventricular tachycardia, and capable of determining, without intervention by an operator, whether defibrillation should be performed, and upon determining that defibrillation should be performed, automatically charges and requests delivery of an electrical impulse to an individual's heart.
C.7.1.9. 2.0. Automatic External Defibrillator System Approved by Food & Drug Administration.

C.7.2. LifePak CR Plus Defibrillator kits include:
C.7.2.1. Semi-automatic operation (check for breathing). Includes 2 pairs quik-pak pacing/defibrillation/ECG electrodes with Redi-Pak preconnect system, one charge pad, earring case AED Program implementation starter kit and accessories catalog. Compatible with infant/child reduced energy defibrillation electrodes.

C.7.3. LifePak 500 AED Specifications:
C.7.3.1. Input - ECG via QUICK-COMBO disposable electrodes. Standard placement (anterior-lateral) Electrical Protection: Input protected against high voltage defibrillator pulses per IEC 60601-1/EN 60601
C.7.3.2. Safety Classification - Internally powered equipment IEC 60601-1/EN 60601.1, 5.1 Waveform - Monophasic pulse (Edmark) per AAMI DF2-l989, 3.2.1.5.1.
C.7.3.3. Output Energy Sequence - Monophasic: 200, 200, 360 joules (360 joules thereafter) or 200, 300, 360 joules (360 joules thereafter).
C.7.3.4. Biphasic - Three levels, user configurable from 200 to 360 joules, delivered (Level 1, Level 2, Level 3.)
C.7.3.5. ANALYZE (opt) Starts ECG analysis
C.7.3.6. SHOCK Delivers defibrillation energy.
C.7.3.7. Active only when Shock Advisory System advises defibrillation.
C.7.3.8. Charge Time -With a new. non-rechargeahle batter pack. or a new. Fully charged rechargeable battery \ pack:
C.7.3.8.1. 200 joules in less than 9 seconds 360 joules in less than 15 seconds
C.7.3.9. Report Type - CODE SUMMARY REPORT, Event Log Report. Test log report,
C.7.3.10. Clock Set - lwo switches (up) and > are provided to set the clock
C.7.3.11. Display - Two-line. 20 character per line dot matrix Liquid Crystal Display
C.7.3.12. Displayed Messages - Prompt user through complete operating sequence
C.7.3.13. Low Battery Indicator - Low battery icon: At least 11 discharges remaining. with non-rechargeable battery pak.

C.7.4. Batteries - Rechargable SLA Battery Pak.
C.7.4.1. Sealed type lead acid 8V, 2.5 amp hours
C.7.4.2. Capacity – Typical 59 full discharges or 3 hours of "ON" time with a new fully charged battery.
C.7.4.3. Battery Charge Time - 10 hours. Battery charge time in 59 degrees to 95 degrees F. I -Nonrechargeable Lithium Sulphur Dioxide Battery Pak
C.7.4.4. Type: Scaled Lithium. 12V. 7.5amp-hours.
C.7.4.5. Capacity – Typical 312 full dischirges or 14 hours of ON time with a new fully charged battery Minimum - 230 full discharges with new fully charged Battery.
C.7.4.6. Shelf-Life -5 Years
C.7.4.7. Biphasic truncated exponential. with voltage and duration compensation for patient impedance. Specifications apply from 25 to 200 ohms. Voltage compensation is limited to the number of OHMS that would result in delivery of 360 joules into 50 ohms. At least 6 discharges remaining with a rechargeable battery pack.

C.7.5. Service Indicator - Service icon
C.7.5.1. The AED performs a self-test ever night and will alert the user if there is anything wrong with the equipment.
C.7.5.2. Displayed Messages - Messages prompt user through complete operating sequence.
C.7.5.3. Audible Tone - Coded tones assist user through device operation and alert operator of display messages.
C.7.5.4. Voice Prompts - Prompt user through complete operation sequence.

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): Pros ides 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 was eforms for d**emonstration purposes.**

C.7.7. Power:

C.7.7.1. Battery Only Configuration:

C.7.7.1.1. Choice of NiCd FastPakBattery, FastPak 2 Battery or LifePak NiCd battery or SLA(LifePak SLA Battery) Dual Battery Capability.

C.7.7.1.2. Optional external AC and (±12) VD(.' Power Adapters

Batteries charge while device operates from Power Adapter*FASTPAK, FASTPAK 2,

C.7.7.1.3. LIFEPAK NiCd 3009376-00 LIFEPAK NiCd 3009376-01

C.7.7.1.4. Low Battery Indication and Message- Low battery icon at top of display and low battery message in status area for each battery. When low battery is indicated, device autoswitches to second battery. When both batteries reach a low battery condition, there is a voice prompt to replace battery.

C.7.7.1.5. Warmstart –With inadvertent loss of power (<30 seconds) device retains settings.

C.7.7.2. Service Indicator: When error detected

C.7.7.3. Physical Characteristics:

C.7.7.3.1. Weight - Basic defibrillator/monitor with QUIK-COMBO' cable: 6.0kg (13.3 lbs) (unit and QUIK-COMBO cable only, no batteries)

C.7.7.4. FASTPAK and FASTPAK 2 battery - .6kg (1.3 lbs); LIFEPAK NiCd battery: 0.8kg (1.7 lbs) LIFEPAK SLA battery - 1.3kg (2.8 lbs); Standard paddles (hard): 0.9kg (1.9 lbs)

C.7.7.5. Height 31.7cm (12.5 in); Width: 38.9cm (15.3 in) ; Depth: 21.7cm (8.5 in)

C.7.7.6. Display: Size (active viewing area) - LCD: 140.8mm (5.5 in) wide x 105.6mm (4.2 in) high; EL: 165.1mm (6.5 in) wide x 123.8mm (4.9 in) high. Resolution - 640 x 480 black and white LCD; 640 x 480 amber and black EL display User selectable LCD contrast Displays a minimum of 4 seconds of ECG and alphanumerics for values, device instructions or prompts. Option to display one or two additional waveforms Waveform display sweep speed - 25mm/sec for ECG and 12.5mm/sec of CO2

C.7.7.9. Data Management: The device captures and stores patient data, events (including waveforms and annotations), user test results and continuous ECG waveform records in internal memory. The user can select and print reports and transfer the stored information via an internal modem through landline or mobile phones.

C.7.7.10. Report Types - Three format types of CODE SUMMARY^{TM} critical event record (short, medium and long)

C.7.7.10.1. Initial ECG (except short format)

C.7.7.10.2. Automatic capture of vital signs measurements every 5 minutes

C.7.7.10.3. 3-channel or 4-channel 12-lead ECG report

C.7.7.10.4. (Continuous waveform records (transfer only)

C.7.7.10.5. Trend Summary — includes patient information, vital signs log and vital signs graphs

C.7.7.10.6. Vital Signs — includes patient information, event and vital signs log.

C.7.7.10.7. Snapshot — includes patient information and 8 seconds of ECG captured at the time of transmission.

C.7.8. Memory Capacity: Two full-capacity patient records that include:

C.7.8.1. Code Summary: Critical event record- up to 100 single waveform events

C.7.8.2. Continuous Waveform- 45minute continuous ECG Record

C.7.9. Communications:

C.7.9.1. The device is capable of transferring data records by internal modem, external EIA/TIA modem, cellular modem or serial connection. Supports EIA/TIA-602 compatible modems using Xon/X0ff or RTS/CTS flow control at 9600 to 38400 bps. EIA/TIA-RS232E compatible at 9600, 19200, 38400 and 57600 bps. Group III, Class 2 or 2.0 fax

C.7.10. Monitor:

C.7.10.1. Voice Prompts: Used for selected warnings and alarms (configurable on/off). ECG: ECG is monitored via seven cable arrangements. A 3-wire cable is used for 3-lead ECG monitoring. A 5-wire cable is used for 7-lead monitoring. A 10-wire cable is used for 12-lead acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

C.7.11. Standard Paddles or QUIK-COMBO

C.7.12. Pacing/defibrillatioWECG 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 Sp02

C.7.16. Nellcor Sensors

C.7.16.1. Sp02 Measurement Range - 50 to 100%. Sp02 Waveform - IR pleth signal Sp02 Update Rate - as each pulse is detected. Calibration Range - 70 to 100% SpO2 Measurement - Functional Sp02 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 99nmiHg: 5% of reading + 0.08% for every I 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

continuous CPSS monitoring in Manual Mode. Apnea alarm - Occurs when 30 seconds have elapsed since last detected respiration. Interactive Algorithms: 12-lead Interpretive Algorithm - GE Medical 12SL,Includes AMI statements.

C.7.18.22. Printer: (Prints continuous strip of the displayed patient information.)
C.7.18.23. Paper Size - 50mm (2.0 in) or optional 100mm (3.9 in)
C.7.18.24. Print Speed 25mm/Sec +/- 5% (measured in accordance with AAMI EC -11, 4.2.5.2)
C.7.18.25. Delay 8 seconds
C.7.18.26. Autoprint - Waveform events print automatically (user configurable)
C.7.18.27. Optional 50mm/sec timebase for 12-lead ECG reports
C.7.18.28. Frequency Response:
- C.7.18.28.1. Diagnostic - 0.05 to 150Hz or 0.05 to 40Hz. (user configurable)
- C.7.18.28.2. Monitor - 0.67 to 40Hz or 1 to 30Hz (user configurable)
- C.7.18.28.3. Paddles - 2.5 to 30Hz
- C.7.18.28.4. Analog ECG Output – 0.67 to 32Hz (except 2.5 to 30Hz for Paddles, ECG and 1.3 to 23Hz for 1 to 30Hz monitor frequency response)

C.7.19. Defibrillator Waveform

C.7.19.1. Biphasic truncated exponential with voltage and duration compensation for patient impedance.
C.7.19.2. Waveform (monophasic. Edmark) - Damped sinusoid in shape per AANII DF2-1980, 3.2.1.5.1 Energy accuracy - .1 joule or 10% of setting, whichever is greater, into 50 ohms. I joule or 5%. whichever is greater, of 50 ohm value into 25 to 200 ohms.* Paddle Options – Quick Combo pacing/defibrillation/ECG electrodes (standard) FAST-PATCH disposable defibrillation/ECG electrodes (optional)
C.7.19.3. Standard Paddles (optional)
C.7.19.4. Internal Handles ith discharge control (optional)
C.7.19.5. External Sterilizable Paddles (optional)
C.7.19.6. Cable Length - 2.4m (8 ft) long QUIK-COMBO cable (not including electrode assembly)
C.7.19.7. Energy Select (Monophasic) - 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 50, 70, 100, 150, 200, 300 and 360 joules or user configurable sequence 200/200/360 or 200/300/360 joules
C.7.19.8. Energy Select (Biphasic) - 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules or user configurable sequence 100 to 200, 100 to 300, 100 to 360.
C.7.19.9. Charge Time - Charge time to 360J in less than 10 seconds, typical
C.7.19.10. Synchronous Cardioversion - Energy transfer begins within 60mS of the QRS peak
C.7.19.11. ADVISORY: Shock Advisory System (SAS) is an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.
C.7.19.12. Shock Ready Time - Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "Shock Advised."
C.7.19.13. Output Energy (Edmark) - User configurable, sequence of 200/200/360 or 200/300/360 joules. Output Energy (Biphasic) - User configurable, sequence of three sequential shock levels ranging from 200, 200 to 300, and 200 to 360 joules.
C.7.19.14. Note: 5% accuracy applies when disposable therapy electrodes are attached. Energy output is limited to the available energy which results in delivery of 360 joules into 50 ohms.

C.7.20. AC AND DC POWER ADAPTER

C.7.20.1. Dimensions - 27.7 x 16.8cm (10.9 x 6.6 in) Weight - < 2.3kg (<5 lbs) (including cables)
C.7.20.2. Charge lime (with fully depleted battery) - FASTPAK and FASTPAK 2: 1.5 hours; LIFEPAK NiCD 3000376-01: 3.0 hours; LifePAK SLA: 6 hours typical. 12 hours maximum Input - Accepts line power from both: 90 to 264VAC, 47 to 63Hz (domestic / international) 108 to 118VAC. 3811 to 421)11, (military)
C.7.20.3. DC Input - 9 to 16VDC
C.7.20.4. Fuses; - Two 250V fuses (100 to 200V: T5A; 220 to 240V: T2.5A) in the power input module (AC Power Adapter only

C.7.21. Environmental

C.7.21.1. IPX4 per IEC 529
C.7.21.2. Altitude. Operating - To 4545m (15.000 ft)
C.7.21.3. Altitude. Non-operating - To 5455m(18000 ft)
C.7.21.4. - 5 to 95% non-condensing.

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 descrepancies.

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. NASPO AGREEMENT

NASPO TERMS AND CONDITIONS

AUTOMATED EXTERNAL DEFIBRILLATORS(AED), AND SUPPLY CONTRACT

On Behalf of The National Association of State Procurement Officials

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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

Ohio
Pennsylvania
Texas
Tennessee
Utah
Washington
and others that may be added after contract awards.

E.1.2.1. **In the best interest of the states involved, NASPO, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for these commodities during the contract term. Further, Participating States may have existing awards for commodities within the scope of this solicitation**

E.1.2.2. **Participating States reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.**

E.1.2.3. **Use of any resultant contract(s) is permissive.**

E.2.0. USAGE INFORMATION: **The following usage is for the period 07/01/2009 to 6/30/2010 for the Participating States. Quantities are not guaranteed for future purchases.**

Oklahoma	**$2,236,055.74**
Louisiana	**$ 191.75**
North Dakota	**$ 286.70**
Nevada	**$ 147,065.35**
Oregon	**$ 52.70**
Missouri	**$ 590,378.22**
Virginia	**$ 427,759.05**
Arkansas	**$ 248,893.34**
Florida	**$3,070,071.76**
Iowa	**$ 98,013.64**
Minnesota	**$ 433,158.73**
South Dakota	**$ 18,128.96**
Wisconsin	**$ 224,853.26**
Alaska	**$ 13,953.90**
Hawaii	**$ 7,280.00**
Utah	**$ 1,400.80**
Washington	**$ 686.80**
New York	**$ 182.15**
Ohio	**$ 793.05**
Texas	**$ 180,676.58**
TOTAL	**$7,699,882.48**

Other states quantities are unknown

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. 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: Physio-Control, Inc.
12100 Collections Center Drive
Chicago, IL 60693
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)
www.physio-control.com

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

E.5.0. LEGAL FEES:

E.5.0.1. The Contractor covenants and agrees that in the event suite is instituted by the **purchaser for any nonperformance, breach or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.**

E.5.0.2. Performance problems should be resolved between the contractor and the end user. In the event the two parties are unable to reach resolution, either party should refer such problems and/or disagreements to the Contracting and Procurement Officer assigned to this contract in writing for resolution.

E.6.0. ORDERING: Orders resulting from this contract will be placed directly with the contractor by the individual Purchasing entity. The contractor must have toll free telephone numbers for use by those entities located outside of the contractor's toll free area. This includes both telephone and facsimile access. The contractor will ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the contractor. The number of locations will vary by participating NASPO states. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or P-Card orders, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

E.7.0. SAVE HARMLESS: To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State(s), agencies of the State(s), and all officers and employees of the State(s), from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the contract, or for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State(s) or its agencies, employees, and officers. Contractor waives its immunity to the extent required to indemnify, defend, and save harmless the State(s) and its agencies, officers, or employees.

E.8.0. PERSONAL LIABILITY It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

E.9.0. FORCE MAJEURE:

G.9.0.1. Definition: **Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent**

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:** 10 **%)** 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

loaner unit shall be shipped overnight from the manufacturer to the end user prior to removal of the unit in need of maintenance or repair.

E.12.0.1. Shipping costs shall not be incurred by the end user for return of equipment to the manufacturer for service or for shipment of equipment loaned to the end user while equipment is being serviced.

E.12.0.2. Manufacturer may elect to replace equipment rather than service or repair it.

E.12.0.3. Clinical specialists must be available to answer protocol, training, and device questions.

E.13.0. USER MANUALS: Instruction or operating manuals shall be furnished for all equipment supplied under this contract at no additional cost to the end user.

E.13.0.1. DISTRIBUTION OF LITERATURE: Upon request, the supplier shall furnish ordering agencies and other public entities with descriptive literature and service information for items listed in this contract at no additional cost to the end user.

E.13.0.2. LICENSE, PERMITS, CERTIFICATIONS, FEES: **Contractors, at their own expense, shall posses or obtain, and retain in force without any violations, complaints or suspensions during the term of this contract, all licenses, permits, certifications or fees and comply with all Federal, State and local laws, statutes, ordinances, rules and regulations of any administrative council or body in any manner affecting the performance of the contract herein.**

E.14.0. NASPO Administrative Fee: **Contractors must include in their pricing or discount schedule an Administrative Fee of 0.5% of total sales for each previous quarter to the National Association of State Purchasing Officers. A schedule will be set up after the contracts are awarded and the information listed in the award document. The fee must be sent within 30 days after the quarter period end date and must be submitted to:** **Lee Ann Pope**
NASPO/WSCA Program Manager
201 East Main Street, Suite 1405
Lexington, KY 40507
P: 859-514-9159
F: 859-514-9166
E: lpope@AMRms.com).

The prices bid shall not be subject for adjustment to account for the fee. Do not add this amount at the time of order to the price of items on the proposal schedule.

E.14.0.1. A statement verifying the total sales by ordering agency must accompany the remittance. The Contract administration fee is intended to cover the costs of administering this contract. In addition to the contract administration fee, some Participating States may require and additional administrative fee. This State specific administrative fee will not exceed 1% of the State specific sales.

E.14.0.2. Note: **The Administrative Fee must be submitted and paid within 30 days after the end of each quarter.**

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 *Section3.0, 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

the resulting contract. This section the Solicitation includes any significant modifications to these terms and conditions or State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

ATTACHMENT (A) LOUISIANA SPECIAL TERMS
ATTACHMENT (B) COLORADO SPECIAL TERMS
ATTACHMENT (C) MINNESOTA SPECIAL TERMS
ATTACHMENT (D) WASHINGTON SPECIAL TERMS
ATTACHMENT (E) VIRGINIA SPECIAL TERMS
ATTACHMENT (F) NEW JERSEY SPECIAL TERMS
ATTACHMENT (G) MISSOURI SPECIAL TERMS

E.19.0.1. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the NASPO Participating States) through execution of a Participating Addendum.

E.19.0.2. Nevada**: No additional terms,** Hawaii**: No additional terms,** North Dakota**: No additional terms,**

F. PRICE MATRIX ATTACHMENT (H)

ATTACHMENT (A)

LOUISIANA SPECIAL TERMS

Prison Rape Elimination Act:

In accordance with Department of Public Safety & Correction Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the vendor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmates acknowledgement form and the Louisiana Criminal Code: LA. R.S. 14:134 malfeasance in office form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the vendor will be notified and shall comply with the regulation as modified or amended.

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

or off the work site, acting within the course and scope of their employment. General, Personal Injury, and (including bodily injury, personal injury, and property damage) minimum coverage. Combined single limit of $600,000 written on an occurrence. Any aggregate limit will not be less than $1,000,000.00 Combined single limit of $600,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends three years beyond the performance period of this Price Agreement. If any aggregate limits are reduced below $600,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision. The State of Colorado shall be named as additional insured on each liability policy. The State is not requesting "additional named insured" status. Additional insured endorsements are not required on professional, workers' compensation, or employer liability policies. The insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the State (of Colorado). The contractor shall provide the following documentation to the State (of Colorado) within 7 working days of a request therefore, Certificate/s of adequate insurance coverage, each with a reference to the State (of Colorado) being named as an additional insured, or Certificate/s of adequate insurance coverage and an endorsement/s of additional insured coverage.

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 in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. ' 13.08, apply to the release of the data by either the Contract Vendor or the State. The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

6. **GOVERNING LAW.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed Agoods@ within the meaning of the UCC, except when to so deem such services as Agoods@ is unreasonable.

7. **JURISDICTION AND VENUE.** The RFB and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Contract, or any breach thereof.

8. **HUMAN RIGHTS.** The Contract Vendor certifies that it will remain in compliance with Minn. Stat. ' 363A.36 during the life of this Contract. The Affirmative Action Data Page is attached and must be completed.

9. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify the State against any losses, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor=s opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacements or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to 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

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.

reasonable opportunity to inspect said equipment, supplies, and/or services, which shall not be later than thirty days after delivery.

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 within 30 days of delivery 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.

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. Contractor's limited warranty is attached. 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.

4. State of Ohio Standard Contract Terms and Conditions, page 2 of 8, II. Contract Remedies: A and B. Bidder does not agree to the last sentence of A. Actual Damages. Bidder does not agree to B. Liquidated Damages.

A. ACTUAL DAMAGES. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. ~~The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.~~

~~B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.~~

Page 3 of 8, Section IV, B-3, Bidder agrees to the following:

All warranties are in accordance with Contractor's standard business practices and limited warranty attached.

Page 3 of 8, Section IV. B. 4, Bidder does not agree to this clause.

~~That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract. Additionally,~~

Page 7 of 8, S-13, (A) Return Goods, change the second sentence to read:

The Contractor shall make arrangements to remove the return goods from the ordering agency premises within ~~seven (7)~~ thirty (30) calendar days after notification.

Page 7 of 8, S-13, (C) delete and replace with the following Bidders Returned Goods Policy:

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

f) Physio-Control shipped the product in error;

g) Customer received the product after the product's expiration date;

h) Customer received the product in a damaged condition;

i) The product is recalled and must be removed from the market; or

j) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product, or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon Physio-Control's receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

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: Physio-Control, Inc. Date 12/10/2010

Authorized Signature: Robert Moe Telephone number: 425-867-4000

Printed Name: Robert Moe Title: Sr. Human Resources Mgr.

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail:	190 East 5th St., Suite 700 St. Paul, MN 55101	TC Metro:	(651) 296-5663	Toll Free:	800-657-3704
Web:	www.humanrights.state.mn.us	Fax:	(651) 296-9042	TTY:	(651) 296-128
Email:	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: Physio-Control, Inc. Date: 12/10/2010

Authorized Signature: Robert Moe Telephone Number: 425-867-4000

Printed Name: Robert Moe Title: Sr. Human Resources Mgr.

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 debarring 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

Telephone: 651.296.2600

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

ATTACHMENT (D)

WASHINGTON SPECIAL TERMS

1. STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to http://www.ofm.wa.gov/accountinIztvendors.asp the form has two parts; Part I is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2. SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: littps://fortress.wa.gov/galapps/CSR/Loain.as. A sample Sales & Subcontractor report can be found at:

littp://'www.ga.Wa. twv/PCAISL/External Fonns/contractingiusat4e.doc

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

3. OTHER REQUIRED REPORT(S)

All reports required under this contract must be delivered to the Purchasing Activity. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

4. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

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 re[g]ulations.

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.

8. PAYMENT

8.1. Advance payment prohibited

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

8.2. Identification

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3. Payment, invoicing and discounts

Payment is the sole responsibility of, and will be made by, the Purchaser. Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence. until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of

$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

the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

9.4. Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

9.5. Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

10. Overpayments to contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

11. Contractor expenses (if applicable)

Purchaser shall reimburse Contractor for travel and other expenses as identified in this Contract, or as authorized in writing, in advance by Purchaser in accordance with the then-current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (http://www.ofm.wa.gov/policy/poltoe.htm). Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars ($50) or more when requesting reimbursement. The amount reimbursed to Contractor is included in calculating the total amount spent under this Contract.

12. Audits

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

13. Retention of records

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including

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

acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA. then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

16. Governing law/venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. Severability

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other

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 actin[g] in their individual, corporate or governmental capacities and not as a[g]ents, 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 a[g]ents 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 1 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 perfonnance 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 a[g]rees 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, a[g]ents 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 a[g]reement.

22. INSURANCE

1. General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2. Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, includin[g] disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	$2,000.00
Products-Completed Operations Aggregate	$2,000.00
Personal and Advertising Injury Aggregate	$1,000.00
Each Occurrence (applies to all of the above)	$1,000.00
Fire Damage Limit (per occurrence) Medical Expense Limit (any one person)	$50,000.00
Medical Expense Limit (any one person)	$5,000.00

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.

6. Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

7. Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

8. Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

23. NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

24. OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indenmify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

25. WAIVER

Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall he 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.

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 he 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)**

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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.

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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.

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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.

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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 he 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.

42. 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.

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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.

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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 he 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)

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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

breaches this Contract.

ATTACHMENT (E)

Commonwealth of Virginia

General and Special Terms and Conditions

Purpose

The goal of the Commonwealth of Virginia (COV) is that 40% of its p urchases be made from small businesses. Small businesses shall include businesses that have received the Virginia Department of Minority Bu siness Ente rprise (DMBE) small business certification, which shall not exclude women-owned and minority-owned businesses when they have received DMBE small business certification.

Manufacturer's responding to the COV portion of this so licitation 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 Manufa cturer is offering within the COV. **Such letter must accompany the solicitation response and a copy of the Virginia DMBE small business certification. Also see paragraphs A & B of the Special Terms and Conditions**

The estimated annual spend for the COV portio n is approximately $250 ,000. This dollar volume is provided for informational purposes only. It is not to be construed as guarantees of minimum contract usage. Using Agencies as defined by the COV are as fo llows: All COV State Age ncies, Commissions, Authorities, Boards, Public B odies and ot her Entities Authorized by the *Code of Virginia*. All General Terms and Co nditions and Special Terms and Conditions issued by the Sta te of Oklahoma will be recognized by the COV as well as those terms and conditions provided herein.

General Terms and Conditions

A. **VENDORS MANUAL:** This solicitation is subje ct to the provisions of the COV *Vendors Manual* and any ch anges or re visions ther eto, which are hereby incorporated into th is co ntract in the ir entirety. Th e procedure for filing co ntractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is n ormally available for revi ew at the purchasing of fice and is a ccessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."

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.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the COV, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the COV from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the COV all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the COV, relating to the particular goods or services purchased or acquired by the COV under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the

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.

e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurat ely determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is co ntingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis fo r the determination. A contractor ma y not i nstitute leg al action un less a settlement cannot be re ached within thirty (30) days of not ification. T he provision s of this section do not relie ve an agen cy of its pro mpt payme nt obligat ions with re spect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontra ctor(s) within seven (7) days of the contractor 's receipt of payment from the Co mmonwealth for the p roportionate share of the paymen t received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontra ctor(s) interest at the rate of one percent per month (unless other wise provided under the terms of t he contract) on all amo unts owed by the contractor that remain unpaid seven (7) days f ollowing receipt of payment from the Co mmonwealth, except for amounts withheld as st ated in (2) above. The date of mailing o f any payment by U. S. Mail is de emed to be payment to the addressee. These provisions a pply to each sub-tier co ntractor per forming under the primary contract. A contractor's obligation to pay an inte rest charge to a subcont ractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the c ontracting agency or institution, on o r before request for final payment, evidence and certification of compliance (sub ject only to

insubstantial shortfalls a nd to shortfalls arising f rom subcontractor defa ult) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, conf irmed by th e agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The COV e ncourages contractors and subcon tractors to a ccept ele ctronic and credit car d payments.

K. **PRECEDENCE OF TERMS:** The following General Terms a nd Conditions *VENDORS MANUAL,* APPLICABLE LAWS AND COURT S, ANTI-DIS CRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMI GRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF T ERMS, PAYMENT shall apply in a ll instan ces. In the event there is a conflict bet ween any o f the other General Terms and Co nditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF OFFERORS:** The Commonwe alth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offero r to perform the services/furnish th e goods and the offeror shall fur nish to the Commonwealth all su ch information and data fo r this purp ose as may be requeste d. The Co mmonwealth reserves t he right to i nspect offeror' s physical f acilities pr ior to award to sat isfy questions r egarding th e offeror's capabilities. Th e Common wealth furth er reserves the right to reject any pr oposal if the evidence su bmitted by, or investigat ions of, such offeror fails to sat isfy the Commo nwealth that such offeror is properly qualified to carry out th e obligation s 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 an y 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 contract or 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 mutu al agreement between the parties in writing a s stated in the State of Oklaho ma/NASPO Cooperative solicitation/contract..

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the State of Oklahoma/NASPO Cooperative contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the COV are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offeror to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. **TRANSPORTATION AND PACKAGING:** By submitting their proposal, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will

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.

V. **NONDISCRIMINATION OF CONTRACTORS**: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, capped at $500 per order.

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

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 contract or 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

any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Special Terms and Conditions

A. **SMALL BUSINESS SET-ASIDE**: **Manufacturers must designate a Virginia DMBE certified small business distributor within the COV.** Certified Small Businesses are those businesses (Small, Women or Minority-Owned) that hold a current certification from the Virginia Department of Minority Business Enterprises (**DMBE**). DMBE's web site www.dmbe.virginia.gov gives an explanation as to the procedure to follow to become a certified small business and will provide the necessary forms to complete.

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.

C. **AUDIT**: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the COV, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

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

ATTACHMENT (E)

E. **DELIVERY**: The Co mmonwealth expects complete delivery within 30 calendar days after receipt of order.

F. **MINIMUM ORDERS:** Minimum order amount s (if any) shall be F.O.B. Destination, meaning actual freig ht cost s are included in the price o ffered and set in conjunction with the State of Oklahoma.

G. **RENEWAL OF CONTRACT**: Renewal periods shall be as stated in th e State of Oklahoma/NASPO Cooperative solicitation/contract.

H. **AWARD**: The COV portion of th e award(s) will be mad e, in conjunction with t he State of Oklahoma/NASPO Coo perative solicitat ion/contract, to t he responsive and r esponsible manufacturer who has d esignated a DMBE certified small b usiness distributor for t he COV on a Grand Total basis (by Manufacturer Line if applicable). The purcha sing office reserves the right to co nduct any test that it may dee m 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 pr ior to makin g an award, whenever it is deemed in t he so le opinion of the procuring public body to be in its best interest.

I. **PRICE ESCALATION/DE-ESCALATION:** Pric e adjustments shall be as stated in the State of Oklahoma/NASPO Coo perative solicitation/ contract. "Across the boar d" price decreases are subject to implementati on at any t ime and sh all be immediately conveyed to t he State of Oklahoma and the COV.

J. **PURCHASE VOLUME REPORTS**: The Contractor shall f urnish the Division of Purchases and Supply quarterly reports covering the total dolla r volume of purchases by ordering Agencies. These reports should include the name of he ordering entity, quantity purchased, unit price, total dollar amount sold, purchase order number, an d date item sold. Rep orts shall be delivered t o the COV, Department of General Services, ATTN: Tina Mizelle, Statewide Contract Officer, 1111 E. Broad Street, 6tyh Floor, Richmond , VA 232 19, or emailed to Tina Mi zelle at tina.rodriguez@dgs.virginia.gov. These r eports sha ll be sent within thirty-days upon completion of quarterly performan ce periods cited in the paragraph below. Sample of th e 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)

K. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

L. **CONTRACT TERM**: The initial term of this contract will be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract.

M. **RETURN OF GOODS**: Bidder/offeror shall submit with their bid their returned goods policy.

N. **PRODUCT RECALL**: Contractor shall notify the State of Oklahoma, the COV and any using Agencies within 24 hours of receiving notification from the manufacturer or State or Federal agency that a product has been recalled. The notification shall include the procedures to be followed to comply with the recall. The bidder must disclose any voluntary and/or mandatory product recalls within in the past 5 years.

O. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each agency order and/or delivery requirement) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

b. 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 <u>not</u> DMBE-certified Small Businesses: 1%, Capped at $1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

ATTACHMENT (E)

Internet electronic procurement solution, website portal 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. Contractors should email Catalog or Index Page information to 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

or correct, or (2) the owner does not requir e replacement or corr ection, but an equitable adjustment to the contr act price will be negotia ted. If the contractor is required t o correct or replace, it shall be at no cost to the COV and shall be sub ject to all provisions of this clause t o the same extent as ma terials in itially delivered. If the cont ractor fails or refuses t o replace or correct the deficiency, the office issuing the purchase order may have t he materials corrected or replaced with similar items and charge the contractor the cost occasio ned thereby or obtains an equitable a djustment in the con tract price. **Please attach Manufacturer's Warranty with solicitation response.** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, and parts lists.

T. **TRAINING:** The contr actor shall provide a minimum of t wo (2) hours training to 25% of the purchasing agency's employees, l ed by a s ales representative and one (1) instructional video/DVD i n English, provided at no additio nal cost to the COV fo r each ordering Agency. Training shall be held at the using/ordering Agency facility.

U. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer COV State agencies and Institutions the opportunity to streamline their procedures for procuring an d paying for small dollar goods and services. Vendors respo nding to this solicit ation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is no t in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issu ed against t he contract(s) resulting from this solicitat ion must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed t o the Card provider. This can be accomplished by vendors estab lishing their card account a t **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Bank of America VISA is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is esta blished. The levels are d elineated b elow and th e preferred level by the Commonwealth is level 2.

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.

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 ag3ency to use the materials, goods, or equipment in

the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

W. **STATE CORPORATION COMMISSION INDENTIFICATION 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.

X. **SURCHARGE ADJUSTMENT**: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as shown in ATTACHMENT titled "QUARTERLY REPORT TEMPLET". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment form the Authorized User. The SCA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the SCA together with a copy of the Contractor's Monthly Detailed Usage Report as delineated in the Attachment C. The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: Treasurer of Virginia.

Checks are mailed to:

Department of General Services

P.O. Box 267

Richmond, VA 23218-0267

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

STANDARD TERMS AND CONDITIONS:

I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

II. All of the State's terms and conditions will become a part of any contract(s) or order(s} awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.

III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 BUSINESS REGISTRATION – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.htm.

1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.l0:5-1 et seq. and N.J.S.A.l0:5-31 through 10:5-38, and all rules and regulations issued there under.

1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464

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

Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

$1,000,000 BODILY INJURY, EACH OCCURRENCE

$1,000,000 DISEASE EACH EMPLOYEE

$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contract or agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid 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.

2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

   a. Issue an award notice for those offers accepted by the State;

   b. Return all bond securities to those who have not been issued an award notice.

   All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess

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. F or 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. F or 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

3.7 **EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 **EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-1 6.1** permits counties, municipalities and school districts to participate in any term contract{s), that may be established as a result of this proposal.

N.J.S.A. 52:25-1 6.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-1 6.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of $500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

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.

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.

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.

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Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

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f. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

g. 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.

h. 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 practice.

i. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-

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 eco nomic 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 t he c ontractor, it s hall promptly pay over t o the State of New Jersey th e allotted sh are t hereof, if a ny, assigned to the State hereunder.

ATTACHMENT (F)

State of New Jersey

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

a.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to

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

the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. **NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

8. **APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

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.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
b. The identification of a person designated to handle affirmative action;
c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
d. The exclusion of discrimination from all collective bargaining agreements; and
e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

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:

National Association of State Procurement Officials

INTENT TO PARTICIPATE

NASPO Cooperative Contract(s) for

Automated External Defibrillators (AED)

Lead by the State of Oklahoma

By the State of OHIO **(hereinafter Participating State)**

Award(s): The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the Participating State wishes to include any State specific terms and conditions with the release of this RFP, please attach those to this Intent to Participate.

Annual Estimated Volume: Please indicate your estimated annual volume of potential purchase under this proposed contract. $ 200,000.

Sourcing Team Participation: Please nominate either procurement or subject matter experts from your state who you would be willing to have participate as members of the Sourcing Team for this very important contract. Provide, as part of your email returning this document, name, phone number and email address of the individuals you would like to nominate. We will take the nominated group and recommend a Sourcing Team who will be approved by the NASPO Cooperative Committee. It would be reasonable to assume that it might take as much as 40 hours of work over the next few months as part of the Sourcing Team. Sourcing Team participation will continue into the future, providing the Lead State Contract Administrator with invaluable assistance and support.

SIGNATURE

State of Ohio

Hugh Quill, Director DAS
Printed Name and Title

Hugh Quill /gp
Signature

11-4-10
Date

Please scan and email the signed "Intent to Participate" document by October 21, 2010 to:
WSCA/NASPO Cooperative Development Team
Kathryn Offerdahl, WSCA/NASPO Cooperative Development Analyst
Paul Stembler, WSCA/NASPO Cooperative Development Coordinator
kofferdahl@amrms.com or pstembler@amrms.com

National Association of State Procurement Officials

INTENT TO PARTICIPATE

NASPO Cooperative Contract(s) for

Automated External Defibrillators (AED)

Lead by the State of Oklahoma

By the State of Ohio **(hereinafter Participating State)**

I. PURPOSE:

The purpose of this Agreement is to provide the members of the National Association of State Procurement Officials (NASPO) Cooperative with the opportunity to participate in the re-solicitation of the existing multi-state cooperative contract(s) for Automatic External Defibrillators (AED) (NASPO Contract N3 – Oklahoma Contract SW60300). These contract(s) are being lead by the State of Oklahoma.

II. SCOPE OF THE CONTRACT(S)

The Lead State is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for automatic external defibrillators. The resulting contracts will be permissive contracts.

Administrative Fee

A NASPO administrative fee of one-half of one percent (0.5%) will be assessed centrally for purchases under the contract.

Participating State may have their administrative fee (if any) in the solicitation, if you provide documentation of your administrative fee and process for paying that fee.

Individual states may optionally add their administrative fee (if any) when the state executes its Participating Addendum.

III. TERM OF THE CONTRACT

The initial contract will be established for three (3) years from date of award, with renewal contract extension options for a total potential contract of five (5) years.

IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

Solicitation and contract development shall be accomplished in compliance with the NASPO Agreement of Understanding, incorporated herein by reference.

Solicitation Publication Period

Bidders/offerors will be given over 21 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the Lead State by a sourcing team composed of members from several states.

Thank you for considering Physio-Control

December 10, 2010

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

Re: **Solicitation #: SW300 Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest Compression Units, NASPO / WSCA Multi-state Agreement**

Dear Mr. Giza:

Thank you for this opportunity to respond to the emergency medical equipment needs of the State of Oklahoma and NASPO Members. Physio-Control, Inc. presents the following proposal for your consideration.

It has been our intent to provide the State of Oklahoma and NASPO Members with all requested information in the proper format. Additionally, we have provided complete specifications and data sheets for our entire product line. Please visit our website at www.physio-control.com for additional information about our LIFEPAK product lines, ADAPTIV™ biphasic technology and the Physio-Control industry leading Field Service Network.

Physio-Control pioneered external defibrillation over 55 years ago and today continues to be the world market leader. We are passionate about the life saving tools we offer and would appreciate the opportunity to continue to share with you the unique features, technology and service benefits of Physio-Control.

If you have any questions regarding our response please contact David Albright directly at 800-442-1142 x74169.

Sincerely,

David Stafford
Vice President of Finance
Physio-Control, Inc.
11811 Willows Road NE
Redmond, WA 98052-2003
Fax: 425-867-4970
bidsinbox@medtronic.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES

STANDARD CONTRACT TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

A. **APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

B. **OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. **TERMINATION / SUSPENSION.**

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

   a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

   b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.

   c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.

   d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

   e. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

   f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

g. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

h. **Termination for Failure to Retain Certification.** Pursuant to section §125.081 of the Revised Code, the Sta may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.

i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.

2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for wor performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipts of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

A. ACTUAL DAMAGES. Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.

B. LIQUIDATED DAMAGES. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.

C. DEDUCTION OF DAMAGES FROM CONTRACT PRICE. The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

A. INVOICE REQUIREMENTS. The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.

2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

B. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the later of:

1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.

2. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

A. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio.*

B. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.

2. No Deliverable will infringe on the intellectual property rights of any third party.

3. All warranties are in accordance with Contractor's standard business practices attached.

4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.

6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.

7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.

8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.

9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

C. **INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.

2. Replace Deliverable with an equivalent or better item.

3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or

4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. **LIMITATION OF LIABILITY**. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

V. GENERAL PROVISIONS:

A. **AMENDMENTS.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties.

B. **ANTITRUST ASSIGNMENT TO THE STATE**. Contractor assigns to the State of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.

C. **ASSIGNMENT / DELEGATION**. The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

D. **AUDITS.** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract in excess of two thousand five hundred ($2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

E. **CONFIDENTIALITY**. The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

F. **CONTRACT CONSTRUCTION**. This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.

G. **CONTRACTOR DISCLOSURE; LOCATION OF SERVICES, DATA**. As part of this Agreement, Contractor shall disclose the following:

1. The location (s) where all services will be performed; and
2. The location(s) where any state data applicable to the contract will be maintained or made available; and
3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

H. **DRUG FREE WORKPLACE**. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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

J. **FORCE MAJEURE**. If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

K. **GOVERNING LAW / SEVERABILITY**. This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.

L. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.

M. **NOTICES**. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.

N. **ORDER OF PRIORITY**. If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.

O. **PUBLICITY**. The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the State.

P. **STRICT PERFORMANCE**. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

Q. **SUBCONTRACTING**. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.

R. **SURVIVORSHIP**. All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.

S. **TAXES**. The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order (ORDE) from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-2. Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Procurement Services, 4200 Surface Rd., Columbus, OH 43228-1395.

S-3. Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed $2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-4. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

(A) The supplies or services to be purchased were not anticipated by DAS at the time this Contract was let and the supplies or services are required in a large quantity;

(B) The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract; or

(C) The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

S-5. F.O.B., The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-6. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-7. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-8. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a $1,000,000.00 limit.

S-9. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a $1,000,000 annual aggregate and a $500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may

be used to meet the required limits and the coverage must follow form. The office of Procurement Services reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the Office of Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the Bidder to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best.

S-10. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-11. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the State of Ohio using EDI, can be found on the Internet at: http://ecedi.ohio.gov/financial/. This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the State of Ohio should visit the Office of Budget and Management's website at www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp for additional information regarding E-Commerce.

S-12. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of Procurement Services. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as requested by the Office of Procurement Services. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

S-13. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agrees to this Policy.

(A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.

(B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval form the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.

(C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-14. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-Procurement Services and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-15. Ohio Ethics. All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

S-16. Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Invitation to Bid, (Item D), certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

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.

Physio-Control, Inc.
Supplier Company Name (**print**)

12/10/2010
Date

David Stafford
Authorized Representative Name (**print**)

Vice President, Finance
Title

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.

2010 DEC 28 P 4:09

DEPARTMENT OF
CENTRAL SERVICES
CENTRAL PURCHASING

State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: 11/23/2010 **Solicitation No.** SW300

Requisition 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
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
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:

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

b. All other terms and conditions remain unchanged.

Physio-Control, Inc.
Supplier Company Name (**PRINT**)

12/10/2010
Date

David Stafford
Authorized Representative Name (**PRINT**)

Vice President, Finance
Title

Authorized Representative Signature

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**[1]**:** 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

2010 DEC 28 P 4:09
DEPARTMENT OF
CENTRAL SERVICES
CENTRAL PURCHASING

[1] Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

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 : 91-0697691 VEN ID:

Company Name: Physio-Control, Inc.

3. **Bidder Contact Information:**

Address: 11811 Willows Road NE

City: Redmond State: WA Zip Code: 98052-2003

Contact Name: David Albright

Contact Title: Contract Analyst

Phone #: 800-442-1142 x74169 FAX#: 800-772-3340

Email: rs.physiocontracts-south@medtronic.com Website: www.physio-control.com

4. **Oklahoma Sales Tax Permit[1]:**

☒ YES – Permit #: 717365

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☒ YES - Filing Number: 999940795 (FB00646933)

☐ 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 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.)[2]

Authorized Signature — 12/10/2010 Date

David Stafford Printed Name — Vice President, Finance Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

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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

2018 DEC 28 P 4:09

DEPARTMENT OF
CENTRAL SERVICES
CENTRAL PURCHASING

PHYSIO CONTROL

Physio-Control, Inc.
11811 Willows Road NE, P.O. Box 97006, Redmond, WA 98052
Tel 425.867.4000 Toll-free 800.442.1142

www.physio-control.com

State of City of Oklahoma
Department of Central Services
Central Purchasing
Solicitation #: SW300

Bidder's Exceptions

Physio-Control, Inc. (bidder) takes the exceptions indicated below to the proposed terms of sale contained in Solicitation #SW300.

Bidder will make good faith effort to negotiate mutually agreeable terms of sale.

1. **NASPO AGREEMENT, NASPO Terms and Conditions E.10.0 RESTOCKING FEES/RETURN OF GOODS:**

   Bidder replaces the language with strike-through with Bidder's Returned Goods Policy.

   E.10.0. RESTOCKING FEES/RETURN OF GOODS: Contractor's restocking fee is limited to no more than 10% of contract price. **(Restocking Fee: 10%)** 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.~~

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

a) Physio-Control shipped the product in error;

b) Customer received the product after the product's expiration date;

c) Customer received the product in a damaged condition;

d) The product is recalled and must be removed from the market; or

e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product, or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon Physio-Control's receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

2. **Attachment (C) Minnesota Special Terms, #3 bidder will agree to the following:**

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~~ $50,000.00 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.

3. Attachment (G) State of Missouri
Bidder takes the following exceptions:

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

Limited Warranty

US/Canada/Australia/New Zealand

Subject to the limitations and exclusions set forth below, the following Physio-Control products which are purchased from authorized Physio-Control representatives or authorized dealers for use in the United States of America, Canada, Australia or New Zealand, and are used in accordance with their instructions, will be free from defects in material and workmanship appearing under normal service and use as defined below as follows:

Eight Years:
- New LIFEPAK CR® Plus automated external defibrillator and internal battery system

Five Years:
- New LIFEPAK® 15 monitor/defibrillator series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 12 defibrillator/monitor series, used in clinic and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 20 defibrillator/monitor family of products, used in clinics and hospital settings exclusively (with no use in mobile applications)
- New LIFEPAK 1000 defibrillators
- New LIFEPAK 500 and LIFEPAK 500 DPS automated external defibrillators
- New LIFEPAK EXPRESS® automated external defibrillator and internal battery system

One Year:
- New LIFEPAK 15 monitor/defibrillator series, which include use in out-of-hospital and mobile applications
- New LIFEPAK 12 defibrillator/monitor series, which include use in out-of-hospital and mobile applications
- Factory refurbished LIFEPAK 12 defibrillator/monitor series
- New LIFEPAK 500T trainer
- New LIFEPAK CR-T trainer
- Internal Battery System for LIFEPAK 20 defibrillator/monitor family of products
- Battery charging systems and power adapters
- All batteries and battery paks, excluding CHARGE-PAK™ Charging Unit
- Masimo SET® Rainbow® patient cables and reusable sensors

90 Days:
- CHARGE-PAK Charging Unit (external system) for LIFEPAK CR Plus defibrillator
- Installed customer repair parts
- All other product accessories

30 Days:
- Internal paddles and internal paddle handles

Limited warranty time limits begin on the date of delivery to the first purchaser.

Physio-Control, Inc., (hereafter referred to as Physio) warrants neither error-free nor interruption-free performance. The sole and exclusive remedy under this Limited Warranty is repair or replacement of defective material or workmanship at the option of Physio. To qualify for the repair or replacement, the product must not have been repaired or altered outside of an authorized Physio factory

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in any way which, in the judgment of Physio, affects its stability and reliability. The product must have been used in accordance with applicable operating instructions and in the intended environment or setting.

The product must not have been subjected to misuse, abuse or accident. Physio, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by Physio at the Purchaser's facility or an authorized Physio facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by Physio, freight prepaid, and must be accompanied by a written, detailed explanation of the claimed failure.

Except for the Limited Warranty provided above, PHYSIO MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOMER OR OTHERWISE. THIS LIMITED WARRANTY SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. PHYSIO IS NOT LIABLE FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

Any legal action arising from the purchase or use of Physio products shall be commenced within one year from the accrual of the cause of action, or be barred forever. In no event shall Physio liability under this warranty or otherwise exceed the greater of $50.000 or the purchase price of the product giving rise to the cause of action.

Products are warranted in conformance with applicable laws. If any part or term of this Limited Warranty is held to be illegal, unenforceable or in conflict with applicable law by any court of competent jurisdiction, the validity of the remaining portions of the Limited Warranty shall not be affected, and all rights and obligations shall be construed and enforced as if this Limited Warranty did not contain the particular part or term held to be invalid. Some geographies, including certain US states, do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives the user specific legal rights. The user may also have other rights which vary from state to state or country to country.

For further information, please contact Physio-Control at 800.442.1142 (U.S.), 888.879.0977 (Canada) or visit our website at www.physio-control.com.

PHYSIO CONTROL

Physio-Control, Inc. Returned Product Policy

If Customer desires to return a purchased product, Customer must call its local Physio-Control representative or the Physio-Control regional sales office for information on credit or replacement of any purchased and non-expired product. A Returned Material Authorization (RMA) number will be provided and must be clearly identified on the carton of any returned product. Customer must return the product to Physio-Control in its original packaging, unopened, and undamaged, except for product that was received in a damaged condition or as otherwise authorized by Physio-Control, which product may be returned in its existing condition. Physio-Control will not accept the return of a non-defective and conforming product if Customer breaks the security seal on the product.

Physio-Control will provide an RMA and accept the return of any product under any of the following circumstances:

a) Physio-Control shipped the product in error;

b) Customer received the product after the product's expiration date;

c) Customer received the product in a damaged condition;

d) The product is recalled and must be removed from the market; or

e) Physio-Control specifically authorizes the return of the product (a 15% restocking fee may apply).

Product must be returned within 30 working days from the date the Customer receives the product, or within 30 working days from the date the Customer receives notice of recall, if applicable. Upon Physio-Control's receipt of a properly returned product, Physio-Control will apply a full credit to Customer's account or provide replacement. Customer is advised that product returned without an RMA number, or not otherwise authorized, will not be accepted and will be returned to Customer at Customer's expense.

		Physio-Control Contract Pricing			
		V.46 PRICING - NASPO SW300 12/14/2010			
Manufacturer	**Catalog Number**	**Catalog/Product Description**	**UOM**	**List Price**	**NASPO Net Price**
	ALS DEFIBRILLATORS				
Physio-Control	99577-000033	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, BlueTooth,100mm	EA	$13,595.00	$11,555.75
Physio-Control	99577-000038	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, BlueTooth, 100mm	EA	$18,195.00	$15,465.75
Physio-Control	99577-000045	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, BlueTooth, Trend, 100mm	EA	$29,995.00	$25,495.75
Physio-Control	99577-000001	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, 12-Lead, Trend, BlueTooth, 100mm	EA	$22,595.00	$19,205.75
Physio-Control	99577-000034	LP15 ,AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, BlueTooth, 100mm	EA	$15,295.00	$13,000.75
Physio-Control	99577-000035	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO, BlueTooth, 100mm	EA	$18,295.00	$15,550.75
Physio-Control	99577-000036	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 12-lead, BlueTooth, 100mm	EA	$23,695.00	$20,140.75
Physio-Control	99577-000037	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO2, 12-lead, BlueTooth, 100mm	EA	$28,395.00	$24,135.75
Physio-Control	99577-000039	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, IP, BlueTooth, 100mm	EA	$20,995.00	$17,845.75
Physio-Control	99577-000040	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO, BlueTooth, 100mm	EA	$21,195.00	$18,015.75
Physio-Control	99577-000041	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2 ,BlueTooth ,100mm	EA	$22,895.00	$19,460.75
Physio-Control	99577-000042	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2, CO ,BlueTooth, 100mm	EA	$25,895.00	$22,010.75
Physio-Control	99577-000043	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12 Lead, BlueTooth, 100mm	EA	$27,195.00	$23,115.75
Physio-Control	99577-000044	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12Lead, CO, BlueTooth, 100mm	EA	$30,195.00	$25,665.75
Physio-Control	99577-000046	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, BlueTooth, 100mm	EA	$32,995.00	$28,045.75
Physio-Control	99577-000047	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, MetHb, BlueTooth, 100mm	EA	$35,995.00	$30,595.75
Physio-Control	99577-000048	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, CO2, Trend, IP, BlueTooth, 100mm	EA	$25,195.00	$21,415.75
Physio-Control	99577-000049	LP15, AED, Color LCD, PAC, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, BlueTooth, 100mm	EA	$31,895.00	$27,110.75

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	99577-000050	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, MetHb, BlueTooth, 100mm	EA	$34,895.00	$29,660.75
Physio-Control	99577-000051	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, BlueTooth, 100mm	EA	$34,895.00	$29,660.75
Physio-Control	99577-000547	LP15B, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, ETCO2, Trend, BlueTooth	EA	$20,395.00	$17,335.75
Physio-Control	99577-000006	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, MetHb, BlueTooth, 100mm	EA	$37,895.00	$32,210.75
Physio-Control	99577-000185	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome,100mm	EA	$12,995.00	$11,045.75
Physio-Control	99577-000063	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 100mm	EA	$17,595.00	$14,955.75
Physio-Control	99577-000546	LP15B, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, ETCO2, Trend	EA	$19,795.00	$16,825.75
Physio-Control	99577-000064	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, 12-Lead, Trend, 100mm	EA	$21,995.00	$18,695.75
Physio-Control	99577-000054	LP15 ,AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 100mm	EA	$14,695.00	$12,490.75
Physio-Control	99577-000083	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO, 100mm	EA	$17,695.00	$15,040.75
Physio-Control	99577-000080	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 12-lead, 100mm	EA	$23,095.00	$19,630.75
Physio-Control	99577-000081	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO2, 12-lead, 100mm	EA	$27,795.00	$23,625.75
Physio-Control	99577-000095	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, IP, 100mm	EA	$20,395.00	$17,335.75
Physio-Control	99577-000089	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO, 100mm	EA	$20,595.00	$17,505.75
Physio-Control	99577-000093	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2 , 100mm	EA	$22,295.00	$18,950.75
Physio-Control	99577-000077	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2, CO , 100mm	EA	$25,295.00	$21,500.75
Physio-Control	99577-000076	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12 Lead, 100mm	EA	$26,595.00	$22,605.75
Physio-Control	99577-000068	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12Lead, CO, 100mm	EA	$29,595.00	$25,155.75
Physio-Control	99577-000055	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, 100mm	EA	$32,395.00	$27,535.75
Physio-Control	99577-000056	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, MetHb, 100mm	EA	$35,395.00	$30,085.75
Physio-Control	99577-000091	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, CO2, Trend, IP, 100mm	EA	$24,595.00	$20,905.75

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	99577-000087	LP15, AED, Color LCD, PAC, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, 100mm	EA	$31,295.00	$26,600.75
Physio-Control	99577-000086	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, MetHb, 100mm	EA	$34,295.00	$29,150.75
Physio-Control	99577-000085	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, 100mm	EA	$34,295.00	$29,150.75
Physio-Control	99577-000052	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, MetHb, 100mm	EA	$37,295.00	$31,700.75
Physio-Control	70507-000061	LIFEPAK 20e Defibrillator/Monitor Package	EA	$ 8,895.00	$7,560.75
Physio-Control	70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing Package	EA	$ 10,195.00	$8,665.75
Physio-Control	70507-000091	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	EA	$ 11,495.00	$9,770.75
Physio-Control	70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	EA	$ 11,895.00	$10,110.75
		AED DEFIBRILLATORS			
Physio-Control	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery &	EA	$ 2,595.00	$1,960.00
Physio-Control	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	EA	$ 3,195.00	$2,184.00
Physio-Control	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	EA	$ 2,195.00	$1,395.00
Physio-Control	80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	EA	$ 2,395.00	$1,550.00
Physio-Control	80427-000134	LIFEPAK Express Semi-automatic. Incl 1 pair of QUIK-Pak electrodes	EA	$ 1,995.00	$1,195.00
		CHEST COMPRESSION SYSTEM			
Physio-Control	99576-000011	LUCAS 2 Chest Compression System	EA	$ 14,495.00	$12,320.75
Physio-Control	11996-000285	LUCAS 1 Regulator	EA	$ 499.00	$424.15
Physio-Control	11576-000035	LUCAS 1 Carry Bag (Backpack)	EA	$ 475.00	$403.75
Physio-Control	21996-000061	LUCAS 1 Extention Hose	EA	$ 275.00	$233.75
Physio-Control	11996-000278	LUCAS 1 Connector - Chemtron Air	EA	$ 289.00	$245.65
Physio-Control	11996-000279	LUCAS 1 Connector - Ohmeda Air	EA	$ 289.00	$245.65
Physio-Control	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	EA	$ 289.00	$245.65
Physio-Control	11996-000281	LUCAS 1 Connector - Diss Air	EA	$ 289.00	$245.65
Physio-Control	11996-000282	LUCAS 1 Connector - Schrader Air	EA	$ 289.00	$245.65
Physio-Control	11996-000283	LUCAS 1 Connector - Oxequip Air	EA	$ 289.00	$245.65
Physio-Control	26500-002559	LUCAS 1 Instructions for use (US)	EA	$ 27.00	$22.95
Physio-Control	11576-000036	Patient Strap (each)	EA	$ 95.00	$80.75
Physio-Control	21996-000043	LUCAS Product DVD	EA	$ 24.00	$20.40
Physio-Control	11576-000064	LUCAS PCI BACK PLATE	EA	$ 3,000.00	$2,550.00
Physio-Control	11576-000052	Back Plate Grip Tape	EA	$ 35.00	$29.75
Physio-Control	11576-000053	Back Plate Grip Tape (3 pack)	PK	$ 90.00	$76.50
Physio-Control	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	PR	$ 85.00	$72.25
Physio-Control	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	PK	$ 225.00	$191.25
Physio-Control	21996-000064	LUCAS Stabilization Strap	EA	$ 80.00	$68.00

PHYSIO-CONTROL
CATALOG

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11576-000037	LUCAS Stabiliation Strap (4 pack)	PK	$ 300.00	$255.00
Physio-Control	11576-000038	LUCAS 2 Carrying Bag	EA	$ 275.00	$233.75
Physio-Control	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	PK	$ 120.00	$102.00
Physio-Control	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	PK	$ 430.00	$365.50
Physio-Control	11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	$ 945.00	$803.25
Physio-Control	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	$ 595.00	$505.75
Physio-Control	11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	PK	$ 2,145.00	$1,823.25
Physio-Control	11576-000055	LUCAS 2 Power Supply Cord	EA	$ 285.00	$242.25
Physio-Control	11576-000048	LUCAS 2 12V Car Cable	EA	$ 110.00	$93.50
Physio-Control	26500-003084	LUCAS Chest Compression System - Instructions for Use, U.S. English	EA	$ 27.00	$22.95
		ACCESSORIES			
Physio-Control	11260-000018	LIFEPAK 20 Basic carry case	EA	$ 125.00	$106.25
Physio-Control	11260-000019	LIFEPAK 20 Shoulder strap	EA	$ 98.00	$83.30
Physio-Control	11260-000020	LIFEPAK 20 Top pouch	EA	$ 50.00	$42.50
Physio-Control	11260-000016	LIFEPAK 20 QUIK-COMBO accessory pouch	EA	$ 48.00	$40.80
Physio-Control	11141-000068	LIFEPAK 20 NiMH rechargeable internal battery	EA	$ 149.00	$126.65
Physio-Control	11140-000015	LIFEPAK 20 AC power cord	EA	$ 67.00	$56.95
Physio-Control	21330-000996	LIFEPAK 20 Docking station	EA	$ 155.00	$131.75
Physio-Control	21330-001007	LIFEPAK 20 Front door	EA	$ 34.00	$28.90
Physio-Control	11130-000037	LIFEPAK 20 Standard detachable hard paddles	PR	$ 599.00	$509.15
Physio-Control	21330-001024	Adult hard paddle replacements for LIFEPAK 20 standard hard paddles	EA	$ 72.00	$61.20
Physio-Control	11230-000018	Serial port cable - 6 foot (LIFEPAK 20 device to PC)	EA	$ 99.00	$84.15
Physio-Control	11230-000019	Serial port cable - 6 foot (LIFEPAK 20 device to LIFEPAK 20 device)	EA	$ 99.00	$84.15
Physio-Control	26500-001212	LIFEPAK 20 Service manual (CD-ROM)	EA	$ 48.00	$40.80
Physio-Control	26500-001213	LIFEPAK 20 Service manual (paper version)	EA	$ 135.00	$114.75
Physio-Control	26500-001215	LIFEPAK 20 Operating instructions	EA	$ 56.00	$47.60
Physio-Control	26500-001216	LIFEPAK 20 Inservice video - AED defibrillation	EA	$ 20.00	$17.00
Physio-Control	11141-000100	LMnO2 Non-Rechargeable Battery	EA	$ 295.00	$250.75
Physio-Control	11425-000008	LIFEPAK 1000 Complete soft shell carry case	EA	$ 149.00	$126.65
Physio-Control	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	$ 265.00	$225.25
Physio-Control	11425-000002	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	$ 35.00	$29.75
Physio-Control	11111-000016	3-Wire ECG Cable	EA	$ 200.00	$170.00
Physio-Control	11425-000001	Accessory pounch for 3-wire cable and/or other accessories	EA	$ 50.00	$42.50
Physio-Control	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	EA	$ 58.00	$49.30
Physio-Control	26500-002156	Quick Reference Instruction Card LIFEPAK 1000	EA	$ 6.00	$5.10
Physio-Control	26500-001964	LIFEPAK 1000 Operating Instructions	EA	$ 15.00	$12.75
Physio-Control	21341-000037	Custom software setting - Customizing your LIFEPAK Express	EA	$ 69.95	$59.46
Physio-Control	11260-000015	LIFEPAK CR Plus Hard shell carry case	EA	$ 210.00	$178.50
Physio-Control	21300-004576	LIFEPAK CR Plus Carrying case	EA	$ 59.00	$50.15

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	EA	$ 14.00	$11.90
Physio-Control	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	PK	$ 104.00	$88.40
Physio-Control	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	PK	$ 85.00	$72.25
Physio-Control	11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	$ 83.00	$70.55
Physio-Control	11250-000073	LIFEPAK CR Plus Training System	EA	$ 299.00	$254.15
Physio-Control	11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA	$ 30.00	$25.50
Physio-Control	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	EA	$ 32.00	$27.20
Physio-Control	11250-000024	Replacement Remote Control with Cable for the CR-T Training System	EA	$ 42.00	$35.70
Physio-Control	26500-001096	LIFEPAK CR Plus Protocol Card	EA	$ 2.00	$1.70
Physio-Control	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	EA	$ 15.00	$12.75
Physio-Control	26500-001317	LIFEPAK CR Plus Orientation Video	EA	$ 13.00	$11.05
Physio-Control	26500-001361	LIFEPAK CR Plus Operating Instructions	EA	$ 15.00	$12.75
Physio-Control	26500-001421	LIFEPAK CR Plus Service Manual CD Rom	EA	$ 63.00	$53.55
Physio-Control	21300-004913	Replacement Device Lid Cover	EA	$ 19.00	$16.15
Physio-Control	11101-000003	AED Trainer new style training electrodes (5 pr)	PK	$ 36.00	$30.60
Physio-Control	11101-000004	AED training electrode set - (5pr), cable & pouch	PK	$ 62.00	$52.70
Physio-Control	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	$ 26.00	$22.10
Physio-Control	11250-000042	Replacement infant/child AED training electrodes	PK	$ 35.00	$29.75
Physio-Control	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	EA	$ 35.00	$29.75
Physio-Control	11250-000045	Infant/child AED training electrodes training set	PK	$ 62.00	$52.70
Physio-Control	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	$ 267.00	$226.95
Physio-Control	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	EA	$ 229.00	$194.65
Physio-Control	11220-000076	Wall Cabinet, standard, surface mount, SS	EA	$ 453.00	$385.05
Physio-Control	11220-000077	Wall Cabinet, standard, semi-recessed, SS	EA	$ 413.00	$351.05
Physio-Control	11220-000078	Wall Cabinet, small, fully recessed, SS	EA	$ 393.00	$334.05
Physio-Control	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	EA	$ 395.00	$335.75
Physio-Control	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	EA	$ 335.00	$284.75
Physio-Control	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	EA	$ 272.00	$231.20
Physio-Control	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	EA	$ 375.00	$318.75
Physio-Control	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	EA	$ 453.00	$385.05
Physio-Control	11210-000028	AED Floor Stand Cabinet with alarm- White	EA	$ 917.00	$779.45
Physio-Control	11210-000029	AED Floor Stand Cabinet with alarm- Grey	EA	$ 953.00	$810.05
Physio-Control	21300-006797	AED Cabinet Window replacement kit	EA	$ 30.00	$25.50
Physio-Control	11250-000003	AED Wall Placard	EA	$ 7.00	$5.95
Physio-Control	11210-000030	3-Dimensional 8" AED Sign w/Logo	EA	$ 100.00	$85.00
Physio-Control	11210-000033	3-Dimensional 10" AED Sign w/Logo	EA	$ 100.00	$85.00
Physio-Control	11210-000036	AED Flat 8" Wall Sign	EA	$ 30.00	$25.50
Physio-Control	11210-000037	AED Flat 10" Wall Sign	EA	$ 30.00	$25.50

PHYSIO-CONTROL
CATALOG

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11210-000038	AED Location Sign - flat, 8" x 8", without Logo	EA	$ 30.00	$25.50
Physio-Control	11210-000039	AED Location Sign - flat, 10" x 10", without Logo	EA	$ 30.00	$25.50
Physio-Control	11210-000031	AED Location Sign - T-mount 8" x 8", with Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000032	AED Location Sign - T-mount 10" x 10", with Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000040	AED Location Sign - T-mount 8" x 8" without Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000041	AED Location Sign - T-mount 10" x 10", without Logo	EA	$ 119.00	$101.15
Physio-Control	21300-005026	IrDA Adaptor with USP port for DT Express	EA	$ 110.00	$93.50
Physio-Control	21300-005027	IrDA Adaptor with 9-pin serial port for DT Express	EA	$ 74.00	$62.90
Physio-Control	26500-000185	AED Instruction Card (laminated easy reference)	EA	$ 6.00	$5.10
Physio-Control	26500-000268	AED CPR Reference Poster	EA	$ 2.00	$1.70
Physio-Control	26996-000015	AED Challenge: Interactive computer training tool CD-Rom	EA	$ 79.00	$67.15
Physio-Control	26500-001697	AED Challenge: Interactive computer training tool DEMO DISK	EA	$ -	$0.00
Physio-Control	11998-000320	Ambu Res-Cue Key First Responder Kit	EA	$ 29.00	$24.65
Physio-Control	11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	$ 37.00	$31.45
Physio-Control	26996-000014	AED Challenge Web-enabled	EA	$ 40.00	$34.00
Physio-Control	11250-000096	LIFEPAK 500 AED Training System	EA	$ 299.00	$254.15
Physio-Control	21300-004834	LIFEPAK 500 AED/Oxygen Carry Bag	EA	$ 166.00	$141.10
Physio-Control	11141-000135	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak - DPS charcoal color	EA	$ 268.00	$227.80
Physio-Control	11230-000001	LIFEPAK 500 AED to PC cable	EA	$ 50.00	$42.50
Physio-Control	11230-000002	LIFEPAK 500 AED to printer cable (Epson LX300 only)	EA	$ 50.00	$42.50
Physio-Control	11210-000001	Wall mount bracket for AED	EA	$ 92.00	$78.20
Physio-Control	21300-004157	LIFEPAK 500 Replacement top for carry case	EA	$ 58.00	$49.30
Physio-Control	11150-000001	LIFEPAK 500 AED to modem cable	EA	$ 50.00	$42.50
Physio-Control	11998-000012	LIFEPAK 500 Replacement strap for carrying case	EA	$ 35.00	$29.75
Physio-Control	11998-000014	LIFEPAK 500 Complete soft shell carrying case	EA	$ 125.00	$106.25
Physio-Control	11998-000021	LIFEPAK 500 Hard-shell carrying case (Pelican)	EA	$ 257.00	$218.45
Physio-Control	11250-000004	LIFEPAK 500T Replacement carry case	EA	$ 63.00	$53.55
Physio-Control	11250-000005	LIFEPAK 500T Replacement remote control and cable	EA	$ 45.00	$38.25
Physio-Control	11250-000006	LIFEPAK 500T Replacement simulated battery pak	EA	$ 28.00	$23.80
Physio-Control	21501-000158	LIFEPAK 500T Replacement analyze key cover labels	EA	$ 6.00	$5.10
Physio-Control	26500-000036	LIFEPAK 500 Service Manual CD-Rom	EA	$ 63.00	$53.55
Physio-Control	11140-000002	Battery charger for LIFEPAK 500 rechargeable SLA battery pak	EA	$ 187.00	$158.95
Physio-Control	26500-001008	LIFEPAK 500T Operating Instructions	EA	$ 9.00	$7.65
Physio-Control	26500-001009	LIFEPAK 500 Operating Manual	EA	$ 14.00	$11.90
Physio-Control	21330-001058	LIFEPAK 500 DPS complete soft shell carrying case with "stealth" surface	EA	$ 158.00	$134.30
Physio-Control	26500-001706	LIFEPAK 500 AED Training and Implementation Guide	EA	$ 10.00	$8.50
Physio-Control	26500-000037	LIFEPAK 500 In-service Video	EA	$ 14.00	$11.90
Physio-Control	11141-000002	LIFEPAK 500 rechargeable sealed lead acid battery pak	EA	$ 159.00	$135.15

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11110-000049	QUIK-COMBO cable LIFEPAK 500 to FAST-PATCH electrode	EA	$ 304.00	$258.40
Physio-Control	11110-000050	Setup Transfer cable for LIFEPAK 500	EA	$ 50.00	$42.50
Physio-Control	11141-000147	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak	EA	$ 248.00	$210.80
Physio-Control	11141-000014	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak - aircraft use	EA	$ 248.00	$210.80
Physio-Control	11110-000054	QUIK-COMBO extension cable LIFEPAK 500 to QC patient sim 4'	EA	$ 128.00	$108.80
Physio-Control	11150-000010	External Modem for connection to LIFEPAK 500	EA	$ 261.00	$221.85
Physio-Control	11241-000001	Epson LX300 Plus Dot Matrix Printer	EA	$ 226.00	$192.10
Physio-Control	11998-000051	Electrode storage tray for LIFEPAK 500	EA	$ 68.00	$57.80
Physio-Control	11220-000025	Battery pouch for the LIFEPAK 500	EA	$ 47.00	$39.95
Physio-Control	11400-000038	LIFEPAK 12 AC Power Adapter	EA	$ 855.00	$726.75
Physio-Control	11110-000051	Power Adapter extension cable for LIFEPAK 12 power adapter	EA	$ 97.00	$82.45
Physio-Control	99407-000002	Battery Support System 2 (BSS2)	EA	$ 1,725.00	$1,466.25
Physio-Control	11210-000002	BSS2 wall mount bracket	EA	$ 94.00	$79.90
Physio-Control	99996-000009	Mobile Battery Service Station (MBSS)	EA	$ 1,425.00	$1,211.25
Physio-Control	99996-000010	MBSS wall bracket for vertical or horizontal mounting	EA	$ 119.00	$101.15
Physio-Control	99996-000011	MBSS 12 volt DC cable	EA	$ 69.00	$58.65
Physio-Control	11141-000025	FASTPAK 2 Battery w/fuel gage	EA	$ 152.00	$129.20
Physio-Control	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	$ 209.00	$177.65
Physio-Control	11141-000028	LIFEPAK SLA Battery	EA	$ 202.00	$171.70
Physio-Control	11141-000044	FASTPAK Battery 1.2 amp	EA	$ 133.00	$113.05
Physio-Control	11577-000004	Station Battery Charger - For the LP15	EA	$ 1,495.00	$1,270.75
Physio-Control	11577-000011	Mobile Battery Charger - FOR THE LP15	EA	$ 1,625.00	$1,381.25
Physio-Control	21330-001176	Lithium-ion Battery 5.7 amp hrs	EA	$ 379.00	$322.15
Physio-Control	11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	EA	$ 250.00	$212.50
Physio-Control	11260-000029	LIFEPAK 12 Carry case back pouch - expandable	EA	$ 69.00	$58.65
Physio-Control	21300-006360	LIFEPAK 12 Replacement carry case right pouch	EA	$ 71.00	$60.35
Physio-Control	21300-007201	LIFEPAK 12 Replacement carry case left pouch	EA	$ 78.00	$66.30
Physio-Control	21300-006361	LIFEPAK 12 Carry case base & side supports	EA	$ 115.00	$97.75
Physio-Control	11260-000010	LIFEPAK 12 Shoulder Strap	EA	$ 28.00	$23.80
Physio-Control	11220-000033	LIFEPAK 12 Front cover	EA	$ 33.00	$28.05
Physio-Control	11998-000063	LIFEPAK 12 Removable acrylic screen shield	EA	$ 42.00	$35.70
Physio-Control	11220-000028	Top Pouch for the LP12/LP15	EA	$ 46.00	$39.10
Physio-Control	11260-000032	Carrying Case of the LIFEPAK 12 with AC Power Adapter	EA	$ 265.00	$225.25
Physio-Control	11260-000033	Carrying Case for the LIFEPAK 12 with Voice Recorder	EA	$ 265.00	$225.25
Physio-Control	21300-007203	Right Pouch Replacement (Note: Included with basic case)	EA	$ 71.00	$60.35
Physio-Control	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	$ 250.00	$212.50
Physio-Control	11260-000039	LIFEPAK 15 Carry case back pouch	EA	$ 65.00	$55.25
Physio-Control	11577-000001	LIFEPAK 15 Shoulder strap	EA	$ 28.00	$23.80

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000157	LIFESTAND mobile roll stand	EA	$ 749.00	$636.65
Physio-Control	11996-000309	Surface mount bracket	EA	$ 725.00	$616.25
Physio-Control	11130-000001	Standard hard paddles for use w/LIFEPAK 12	PR	$ 550.00	$467.50
Physio-Control	11130-000061	Standard hard paddles for use w/LIFEPAK 15	PR	$ 550.00	$467.50
Physio-Control	11133-000001	Pediatric paddle, external 1ea (2 required)	EA	$ 73.00	$62.05
Physio-Control	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	PR	$ 619.00	$526.15
Physio-Control	11131-000010	Internal paddles - 1" size (6.25" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000011	Internal paddles - 1.5" size (6" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000012	Internal paddles - 2" size (5.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000014	Internal paddles - 3.5" size (5" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000021	Internal paddles - 1.5" size (9" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000022	Internal paddles - 2" size (8.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000023	Internal paddles - 3.5" size (8" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	PR	$ 169.00	$143.65
Physio-Control	21300-005847	Signagel, gel	EA	$ 4.00	$3.40
Physio-Control	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	$ 305.00	$259.25
Physio-Control	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	$ 305.00	$259.25
Physio-Control	11110-000010	QUIK-COMBO(TM) PACING/DEFIBRILLATION/ECG CABLE	EA	$ 231.00	$196.35
Physio-Control	11110-000052	FAST-PATCH adapter cable for use w/QC therapy cable for LIFEPAK 12 &	EA	$ 231.00	$196.35
Physio-Control	11103-000005	Zoll Adapter - converts Zoll connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000006	Philips Adapter - converts Philips connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000007	Laerdal Adapter - converts Laerdal connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000008	R2 Adapter - converts R2 connector to QUIK-COMBO connector	EA	$ 52.00	$44.20
Physio-Control	11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	$ 128.00	$108.80
Physio-Control	11111-000023	12 Lead ECG, Precordial Leads (IEC)	EA	$ 128.00	$108.80
Physio-Control	11111-000020	8ft Trunk cable with AHA limb leads	EA	$ 324.00	$275.40
Physio-Control	11111-000021	8ft Trunk cable with IEC limb leads	EA	$ 349.00	$296.65
Physio-Control	11111-000018	5ft Trunk cable with AHA limb leads	EA	$ 320.00	$272.00
Physio-Control	11110-000019	5ft Trunk cable with IEC limb leads	EA	$ 344.50	$292.83
Physio-Control	21300-008054	4-Wire Cable Comb (10- Pack)	PK	$ 15.00	$12.75
Physio-Control	21300-008055	6-Wire Cable Comb (10- Pack)	PK	$ 15.00	$12.75
Physio-Control	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	EA	$ 110.00	$93.50
Physio-Control	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	EA	$ 199.00	$169.15
Physio-Control	11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	BX	$ 16.00	$13.60

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	BX	$ 17.00	$14.45
Physio-Control	11110-000055	Configuration transfer cable	EA	$ 99.00	$84.15
Physio-Control	11150-000007	Modem cable - 6' LIFEPAK 12 to external modem	EA	$ 99.00	$84.15
Physio-Control	11150-000008	Modem cable - 10' LIFEPAK 12 to external modem	EA	$ 104.00	$88.40
Physio-Control	11150-000009	Modem door assembly	EA	$ 52.00	$44.20
Physio-Control	11150-000015	Internal modem (pc card modem)	EA	$ 275.00	$233.75
Physio-Control	11110-000044	Analog ECG output cable	EA	$ 120.00	$102.00
Physio-Control	11230-000020	Serial port cable	EA	$ 99.00	$84.15
Physio-Control	11996-000125	LIFEPAK 12 NIBP Hose, coiled 9'	EA	$ 48.00	$40.80
Physio-Control	11996-000033	LIFEPAK 12 NIBP Hose, 9'	EA	$ 48.00	$40.80
Physio-Control	11996-000089	LIFEPAK 12 NIBP Hose, 12'	EA	$ 48.00	$40.80
Physio-Control	21300-007300	LIFEPAK 15 NIBP Hose, 9' coiled	EA	$ 48.00	$40.80
Physio-Control	21300-007298	LIFEPAK 15 NIBP Hose, 9'	EA	$ 48.00	$40.80
Physio-Control	21300-007299	LIFEPAK 15 NIBP Hose, 12'	EA	$ 48.00	$40.80
Physio-Control	11996-000020	NIBP Cuff-Reusable, Infant	EA	$ 18.00	$15.30
Physio-Control	11996-000021	NIBP Cuff-Reusable, Sm child	EA	$ 21.00	$17.85
Physio-Control	11996-000022	NIBP Cuff-Reusable, Child	EA	$ 21.00	$17.85
Physio-Control	11996-000023	NIBP Cuff-Reusable, Sm Adult	EA	$ 25.00	$21.25
Physio-Control	11996-000024	NIBP Cuff-Reusable, Adult	EA	$ 26.00	$22.10
Physio-Control	11996-000025	NIBP Cuff-Reusable, Lg Adult	EA	$ 29.00	$24.65
Physio-Control	11996-000026	NIBP Cuff-Reusable, Thigh	EA	$ 122.00	$103.70
Physio-Control	11996-000027	NIBP Cuff-Disposable Infant	EA	$ 8.00	$6.80
Physio-Control	11996-000028	NIBP Cuff-Disposable Child	EA	$ 9.00	$7.65
Physio-Control	11996-000029	NIBP Cuff-Disposable Small Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000030	NIBP Cuff-Disposable Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000031	NIBP Cuff-Disposable Large Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000032	NIBP Cuff-Disposable X-tra Large Adult	EA	$ 15.00	$12.75
Physio-Control	11996-000060	Durasensor - Adult finger sensor	EA	$ 245.00	$208.25
Physio-Control	11996-000050	Oxisensor II neonatal sensor asst. pack	EA	$ 80.00	$68.00
Physio-Control	11996-000051	Oxisensor II pediatric sensor asst. pack	EA	$ 75.00	$63.75
Physio-Control	11996-000052	Oxisensor II adult sensor asst. pack	EA	$ 70.00	$59.50
Physio-Control	11996-000061	Oxiband Adult/Neonatal Sensor	EA	$ 195.00	$165.75
Physio-Control	11996-000062	Oxiband Pediatric/Infant Sensor	EA	$ 195.00	$165.75
Physio-Control	11996-000106	DURA-Y Multisite sensor (reusable)	EA	$ 285.00	$242.25
Physio-Control	11996-000107	Disposable Posey Wrap for Oxiband (bag of 12)	BG	$ 28.00	$23.80
Physio-Control	11996-000113	Oxisensor II adult sensor (24/BX)	BX	$ 480.00	$408.00
Physio-Control	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	BX	$ 505.00	$429.25

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000115	Oxisensor II infant sensor (24/BX)	BX	$ 575.00	$488.75
Physio-Control	11996-000116	Oxisensor II pediatric sensor (24/BX)	BX	$ 480.00	$408.00
Physio-Control	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	CS	$ 65.00	$55.25
Physio-Control	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	CS	$ 65.00	$55.25
Physio-Control	11996-000117	Oxisensor II neonatal sensor (24/BX)	BX	$ 575.00	$488.75
Physio-Control	11110-000042	DEC-4 Cable Extension: 4'	EA	$ 55.00	$46.75
Physio-Control	11110-000176	DEC-8 Cable Extension: 8'	EA	$ 60.00	$51.00
Physio-Control	11171-000006	Masimo SET LNOP Sp02 Patient Cable- 4 foot	EA	$ 185.00	$157.25
Physio-Control	11171-000008	Masimo SET LNOP Sp02 Patient Cable - 8 foot	EA	$ 205.00	$174.25
Physio-Control	11171-000009	Masimo SET LNOP Sp02 Patient Cable - 12 foot	EA	$ 225.00	$191.25
Physio-Control	11171-000007	Masimo SET LNOP Sp02 Sensor - Adult Reusable	EA	$ 320.00	$272.00
Physio-Control	11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	EA	$ 320.00	$272.00
Physio-Control	11171-000011	Masimo SET LNOP Sp02 Sensor -Adult Disposable (1 box of 20 sensors)	BX	$ 300.00	$255.00
Physio-Control	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	BX	$ 340.00	$289.00
Physio-Control	11171-000013	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20	BX	$ 420.00	$357.00
Physio-Control	11171-000014	Masimo SET LNOP Sp02 Sensor -Neonatal (<1 KG) Disposable (1 box of 20	BX	$ 460.00	$391.00
Physio-Control	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	EA	$ 172.00	$146.20
Physio-Control	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	EA	$ 207.00	$175.95
Physio-Control	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	EA	$ 160.00	$136.00
Physio-Control	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	EA	$ 180.00	$153.00
Physio-Control	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	$ 172.00	$146.20
Physio-Control	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	$ 207.00	$175.95
Physio-Control	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	EA	$ 147.00	$124.95
Physio-Control	11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	$ 270.00	$229.50
Physio-Control	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	$ 270.00	$229.50
Physio-Control	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	BX	$ 300.00	$255.00
Physio-Control	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	BX	$ 340.00	$289.00
Physio-Control	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	BX	$ 420.00	$357.00
Physio-Control	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	BX	$ 460.00	$391.00
Physio-Control	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box 0f 20)	BX	$ 420.00	$357.00
Physio-Control	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	$ 295.00	$250.75
Physio-Control	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	$ 495.00	$420.75
Physio-Control	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	$ 295.00	$250.75
Physio-Control	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	$ 495.00	$420.75

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	$ 495.00	$420.75
Physio-Control	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	EA	$ 695.00	$590.75
Physio-Control	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	EA	$ 695.00	$590.75
Physio-Control	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	EA	$ 895.00	$760.75
Physio-Control	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	$ 695.00	$590.75
Physio-Control	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	EA	$ 795.00	$675.75
Physio-Control	11996-000183	MNC-1 Adapter Cable - 10 foot	EA	$ 310.00	$263.50
Physio-Control	11996-000198	MNC-1 Adapter Cable - 4 foot	EA	$ 310.00	$263.50
Physio-Control	11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	BX	$ 475.00	$403.75
Physio-Control	11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	BX	$ 385.00	$327.25
Physio-Control	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	BX	$ 240.00	$204.00
Physio-Control	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	BX	$ 270.00	$229.50
Physio-Control	11996-000299	FilterLine Set Adult/Pediatric (pack of 10)	PK	$ 125.00	$106.25
Physio-Control	11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	BX	$ 290.00	$246.50
Physio-Control	11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	BX	$ 325.00	$276.25
Physio-Control	11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	BX	$ 290.00	$246.50
Physio-Control	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25)	BX	$ 325.00	$276.25
Physio-Control	11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	EA	$ 365.00	$310.25
Physio-Control	11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	CS	$ 1,025.00	$871.25
Physio-Control	11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (Cs of 100)	CS	$ 1,145.00	$973.25
Physio-Control	11996-000298	Smart Capnoline Plus 02 Adult/Intermediate (for patients above 44 lbs) (Box of 10)	BX	$ 155.00	$131.75
Physio-Control	11996-000297	Smart Capnoline Plus Adult/Intermediate (for patients above 44 lbs) (Box of 10)	BX	$ 135.00	$114.75
Physio-Control	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PR	$ 42.00	$30.00
Physio-Control	11996-000090	Electrode EDGE QUIK-COMBO RTS	PR	$ 45.00	$35.00
Physio-Control	11996-000091	Electrode EDGE QUIK-COMBO Adult	PR	$ 37.00	$26.00
Physio-Control	11996-000092	Electrode EDGE Fast-Patch Plus	PR	$ 21.00	$17.00
Physio-Control	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PR	$ 45.00	$31.45
Physio-Control	11996-000042	Electrode QUIK-PACE disposable noninvasive pacing adult	PR	$ 44.00	$34.50
Physio-Control	11102-000003	Electrode QUIK-PACE disposable noninvasive pacing pediatric	PR	$ 44.00	$34.50
Physio-Control	11100-000002	Electrode LIFEPATCH ECG , adult, pregelled (4/pkg)	PK	$ 2.00	$1.70
Physio-Control	11100-000001	Electrode LIFEPATCH ECG , adult, pregelled (3/pkg) 1-99	PK	$ 1.50	$1.28

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000014	QUIK-COMBO electrode carry case	EA	$ 25.00	$21.25
Physio-Control	11101-000016	Electrode replacement infant/child reduced energy	EA	$ 99.00	$84.15
Physio-Control	11101-000017	Electrode Infant/Child reduced energy starter kit	EA	$ 139.00	$118.15
Physio-Control	44500-000001	12-Leads Made Easy Web-based training program	EA	$ 49.00	$41.65
Physio-Control	11202-000006	Patient Simulator - posted	EA	$ 431.00	$366.35
Physio-Control	11202-000007	QUIK-COMBO patient simulator	EA	$ 492.00	$418.20
Physio-Control	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	BX	$ 66.00	$56.10
Physio-Control	11998-000011	QUIK-COMBO test post adapter kit	EA	$ 84.00	$71.40
Physio-Control	21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA	$ 84.00	$71.40
Physio-Control	11998-000060	Defibrillator checker	EA	$ 321.00	$272.85
Physio-Control	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	EA	$ 19.00	$16.15
Physio-Control	11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA	$ 755.00	$641.75
Physio-Control	11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA	$ 655.00	$556.75
Physio-Control	11110-000011	QUIK-COMBO training electrodes cable for simulator	EA	$ 284.00	$241.40
Physio-Control	11110-000085	Defibrillation/ECG training electrode cable extension wire	EA	$ 183.00	$155.55
Physio-Control	26500-000112	QUIK-COMBO ECG electrodes Inservice Video	EA	$ 19.00	$16.15
Physio-Control	26500-000136	ECG Pocket Card - Placement of Precordial Leads	EA	$ 1.25	$1.06
Physio-Control	26500-000137	Booklet: "Prehospital 12-lead ECG: What You Should Know"	EA	$ 8.00	$6.80
Physio-Control	26500-000210	LIFENET System Video, A New Cardiac Care Model (NTSC)	EA	$ 17.00	$14.45
Physio-Control	26500-000507	Booklet: "Pacing: What You Should Know"	EA	$ 5.00	$4.25
Physio-Control	26500-000530	Slides: "Noninvasive Pacing: What You Should Know"	EA	$ 63.00	$53.55
Physio-Control	26500-000577	Booklet: "Defibrillation:What You Should Know"	EA	$ 5.00	$4.25
Physio-Control	11103-000001	QUIK-COMBO training electrodes (2/PR)	PR	$ 24.00	$20.40
Physio-Control	11101-000007	Defibrillation/ECG training electrodes	PR	$ 25.00	$21.25
Physio-Control	26500-002481	Operating Instructions: LIFEPAK 12	EA	$ 56.00	$47.60
Physio-Control	26500-006152	Service Manual on CD-ROM: LIFEPAK 12 and BSS2	EA	$ 59.00	$50.15
Physio-Control	26500-000168	BSS2 Operating Instructions	EA	$ 17.00	$14.45
Physio-Control	26500-000213	LIFEPAK 12 In-service Video	EA	$ 27.00	$22.95
Physio-Control	26500-000234	LIFEPAK 12 & BSS2 Service Manual (paper version)	EA	$ 166.00	$141.10
Physio-Control	26500-000942	LIFEPAK 12 Operating Instructions	EA	$ 56.00	$47.60
Physio-Control	26500-002948	LIFEPAK 15 Station and Mobile Battery Charger Operating Instructions	EA	$ 17.00	$14.45
Physio-Control	21330-001357	LIFEPAK 15 In-service Video - DVD format	EA	$ 27.00	$22.95
Physio-Control	26500-002408	LIFEPAK 15 Operating Instructions	EA	$ 56.00	$47.60
Physio-Control	26500-002570	LIFEPAK 20e Defibrillator/Monitor Operating Instructions (paper version)	EA	$ 56.00	$47.60
Physio-Control	26500-001216	LIFEPAK 20 Defibrillator/Monitor Inservice Video - AED Defibrillation	EA	$ 20.00	$17.00
Physio-Control	26500-001315	LIFEPAK 20 Defibrillator/Monitor Inservice Video-Manual Defibrillation	EA	$ 20.00	$17.00
Physio-Control	26500-002705	LIFEPAK 20e Defibrillator/Monitor Service Manual on CD-ROM	EA	$ 48.00	$40.80
Physio-Control	26500-002704	LIFEPAK 20e Defibrillator/Monitor Service Manual (paper version)	EA	$ 48.00	$40.80

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	26500-002040	Quik reference Instruction Card for AED and CPR instruction	EA	$ 6.00	$5.10
Physio-Control	21340-000495	CODE-STAT 8.0 EMS Data Review Software	EA	$ 1,799.00	$1,529.15
Physio-Control	21340-000496	CODE-STAT 8.0 EMS Client Software	EA	$ 499.00	$424.15
Physio-Control	21340-000497	CODE-STAT 8.0 Data Review Software Upgrade	EA	$ 299.00	$254.15
Physio-Control	21340-000498	CODE-STAT 8.0 Client Software Upgrade	EA	$ 99.00	$84.15
Physio-Control	21340-000499	CODE-STAT 8.0 EMS Demo Software	EA	$ 10.00	$8.50
Physio-Control	21340-000500	CODE-STAT 8.0 Hospital Data Review Software	EA	$ 1,799.00	$1,529.15
Physio-Control	21340-000501	CODE-STAT 8.0 Hospital Client Software	EA	$ 499.00	$424.15
Physio-Control	21340-000502	CODE-STAT 8.0 Hospital Data Review Upgrade	EA	$ 299.00	$254.15
Physio-Control	21340-000503	CODE-STAT 8.0 Hospital Clinet Upgrade	EA	$ 99.00	$84.15
Physio-Control	21340-000504	CODE-STAT 8.0 Hospital Demo Software	EA	$ 10.00	$8.50
Physio-Control	21340-000505	DT Express	EA	$ 299.00	$254.15
Physio-Control	21340-000506	DT Express Upgrade	EA	$ 99.00	$84.15
Physio-Control	11996-000256	Microcap hand held capnograph	EA	$ 3,285.00	$2,792.25
Physio-Control	11996-000258	Microcap Plus capnograph and Pulse Oximeter	EA	$ 4,485.00	$3,812.25
Physio-Control	21300-003670	Rechargeable Battery Pack	EA	$ 128.00	$108.80
Physio-Control	21300-003724	Battery Charger	EA	$ 360.00	$306.00
Physio-Control	21300-003628	Medical Grade AC Adapter (Replacement)	EA	$ 140.00	$119.00
Physio-Control	11996-000300	EMS Carry Case	EA	$ 135.00	$114.75
Physio-Control	21300-007397	Monitor Protective Boot	EA	$ 95.00	$80.75
Physio-Control	21300-006908	Battery Pack Carrying Pouch	EA	$ 38.00	$32.30
Physio-Control	11996-000248	Clamp/Mounting Brackett	EA	$ 122.00	$103.70
Physio-Control	11996-000129	Communication Adapter Kit	EA	$ 102.00	$86.70

		Physio-Control Contract Pricing			
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Manufacturer	**Catalog Number**	**Catalog/Product Description**	**UOM**	**List Price**	**NASPO Net Price**
	ALS DEFIBRILLATORS				
Physio-Control	99577-000033	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, BlueTooth,100mm	EA	$13,595.00	$11,555.75
Physio-Control	99577-000038	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, BlueTooth, 100mm	EA	$18,195.00	$15,465.75
Physio-Control	99577-000045	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, BlueTooth, Trend, 100mm	EA	$29,995.00	$25,495.75
Physio-Control	99577-000001	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, 12-Lead, Trend, BlueTooth, 100mm	EA	$22,595.00	$19,205.75
Physio-Control	99577-000034	LP15 ,AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, BlueTooth, 100mm	EA	$15,295.00	$13,000.75
Physio-Control	99577-000035	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO, BlueTooth, 100mm	EA	$18,295.00	$15,550.75
Physio-Control	99577-000036	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 12-lead, BlueTooth, 100mm	EA	$23,695.00	$20,140.75
Physio-Control	99577-000037	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO2, 12-lead, BlueTooth, 100mm	EA	$28,395.00	$24,135.75
Physio-Control	99577-000039	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, IP, BlueTooth, 100mm	EA	$20,995.00	$17,845.75
Physio-Control	99577-000040	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO, BlueTooth, 100mm	EA	$21,195.00	$18,015.75
Physio-Control	99577-000041	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2 ,BlueTooth ,100mm	EA	$22,895.00	$19,460.75
Physio-Control	99577-000042	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2, CO ,BlueTooth, 100mm	EA	$25,895.00	$22,010.75
Physio-Control	99577-000043	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12 Lead, BlueTooth, 100mm	EA	$27,195.00	$23,115.75
Physio-Control	99577-000044	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12Lead, CO, BlueTooth, 100mm	EA	$30,195.00	$25,665.75
Physio-Control	99577-000046	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, BlueTooth, 100mm	EA	$32,995.00	$28,045.75
Physio-Control	99577-000047	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, MetHb, BlueTooth, 100mm	EA	$35,995.00	$30,595.75
Physio-Control	99577-000048	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, CO2, Trend, IP, BlueTooth, 100mm	EA	$25,195.00	$21,415.75
Physio-Control	99577-000049	LP15, AED, Color LCD, PAC, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, BlueTooth, 100mm	EA	$31,895.00	$27,110.75

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Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	99577-000050	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, MetHb, BlueTooth, 100mm	EA	$34,895.00	$29,660.75
Physio-Control	99577-000051	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, BlueTooth, 100mm	EA	$34,895.00	$29,660.75
Physio-Control	99577-000547	LP15B, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, ETCO2, Trend, BlueTooth	EA	$20,395.00	$17,335.75
Physio-Control	99577-000006	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, MetHb, BlueTooth, 100mm	EA	$37,895.00	$32,210.75
Physio-Control	99577-000185	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome,100mm	EA	$12,995.00	$11,045.75
Physio-Control	99577-000063	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 100mm	EA	$17,595.00	$14,955.75
Physio-Control	99577-000546	LP15B, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, ETCO2, Trend	EA	$19,795.00	$16,825.75
Physio-Control	99577-000064	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, 12-Lead, Trend, 100mm	EA	$21,995.00	$18,695.75
Physio-Control	99577-000054	LP15 ,AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 100mm	EA	$14,695.00	$12,490.75
Physio-Control	99577-000083	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO, 100mm	EA	$17,695.00	$15,040.75
Physio-Control	99577-000080	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, 12-lead, 100mm	EA	$23,095.00	$19,630.75
Physio-Control	99577-000081	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SpO2, CO2, 12-lead, 100mm	EA	$27,795.00	$23,625.75
Physio-Control	99577-000095	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, IP, 100mm	EA	$20,395.00	$17,335.75
Physio-Control	99577-000089	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO, 100mm	EA	$20,595.00	$17,505.75
Physio-Control	99577-000093	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2 , 100mm	EA	$22,295.00	$18,950.75
Physio-Control	99577-000077	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, CO2, CO , 100mm	EA	$25,295.00	$21,500.75
Physio-Control	99577-000076	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12 Lead, 100mm	EA	$26,595.00	$22,605.75
Physio-Control	99577-000068	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, Trend, 12Lead, CO, 100mm	EA	$29,595.00	$25,155.75
Physio-Control	99577-000055	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, 100mm	EA	$32,395.00	$27,535.75
Physio-Control	99577-000056	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, CO, Trend, MetHb, 100mm	EA	$35,395.00	$30,085.75
Physio-Control	99577-000091	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, CO2, Trend, IP, 100mm	EA	$24,595.00	$20,905.75

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	99577-000087	LP15, AED, Color LCD, PAC, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, 100mm	EA	$31,295.00	$26,600.75
Physio-Control	99577-000086	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, MetHb, 100mm	EA	$34,295.00	$29,150.75
Physio-Control	99577-000085	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, 100mm	EA	$34,295.00	$29,150.75
Physio-Control	99577-000052	LP15, AED, Color LCD, PAC, ECG Monitoring, Metronome, SPO2, NIBP, 12-Lead, CO2, Trend, IP, CO, MetHb, 100mm	EA	$37,295.00	$31,700.75
Physio-Control	70507-000061	LIFEPAK 20e Defibrillator/Monitor Package	EA	$ 8,895.00	$7,560.75
Physio-Control	70507-000080	LIFEPAK 20e Defibrillator/Monitor with Pacing Package	EA	$ 10,195.00	$8,665.75
Physio-Control	70507-000091	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo)	EA	$ 11,495.00	$9,770.75
Physio-Control	70507-000081	LIFEPAK 20e Defibrillator/Monitor with Pacing and SpO2 Package (Masimo and Legacy Nellcor enabled))	EA	$ 11,895.00	$10,110.75
		AED DEFIBRILLATORS			
Physio-Control	99425-000023	LIFEPAK 1000 Graphical Display Standard Setup w/carry case, battery &	EA	$ 2,595.00	$1,960.00
Physio-Control	99425-000025	LIFEPAK 1000 ECG Display, Standard Setup w/carry case, battery & electrodes	EA	$ 3,195.00	$2,184.00
Physio-Control	80403-000148	LIFEPAK CR Plus AED Kit Semi-automatic AHA voice prompt	EA	$ 2,195.00	$1,395.00
Physio-Control	80403-000149	LIFEPAK CR Plus AED Kit Fully automatic AHA voice prompt	EA	$ 2,395.00	$1,550.00
Physio-Control	80427-000134	LIFEPAK Express Semi-automatic. Incl 1 pair of QUIK-Pak electrodes	EA	$ 1,995.00	$1,195.00
		CHEST COMPRESSION SYSTEM			
Physio-Control	99576-000011	LUCAS 2 Chest Compression System	EA	$ 14,495.00	$12,320.75
Physio-Control	11996-000285	LUCAS 1 Regulator	EA	$ 499.00	$424.15
Physio-Control	11576-000035	LUCAS 1 Carry Bag (Backpack)	EA	$ 475.00	$403.75
Physio-Control	21996-000061	LUCAS 1 Extention Hose	EA	$ 275.00	$233.75
Physio-Control	11996-000278	LUCAS 1 Connector - Chemtron Air	EA	$ 289.00	$245.65
Physio-Control	11996-000279	LUCAS 1 Connector - Ohmeda Air	EA	$ 289.00	$245.65
Physio-Control	11996-000280	LUCAS 1 Connector - Puritan Bennet Air	EA	$ 289.00	$245.65
Physio-Control	11996-000281	LUCAS 1 Connector - Diss Air	EA	$ 289.00	$245.65
Physio-Control	11996-000282	LUCAS 1 Connector - Schrader Air	EA	$ 289.00	$245.65
Physio-Control	11996-000283	LUCAS 1 Connector - Oxequip Air	EA	$ 289.00	$245.65
Physio-Control	26500-002559	LUCAS 1 Instructions for use (US)	EA	$ 27.00	$22.95
Physio-Control	11576-000036	Patient Strap (each)	EA	$ 95.00	$80.75
Physio-Control	21996-000043	LUCAS Product DVD	EA	$ 24.00	$20.40
Physio-Control	11576-000064	LUCAS PCI BACK PLATE	EA	$ 3,000.00	$2,550.00
Physio-Control	11576-000052	Back Plate Grip Tape	EA	$ 35.00	$29.75
Physio-Control	11576-000053	Back Plate Grip Tape (3 pack)	PK	$ 90.00	$76.50
Physio-Control	11576-000050	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	PR	$ 85.00	$72.25
Physio-Control	11576-000051	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	PK	$ 225.00	$191.25
Physio-Control	21996-000064	LUCAS Stabilization Strap	EA	$ 80.00	$68.00

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Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11576-000037	LUCAS Stabiliation Strap (4 pack)	PK	$ 300.00	$255.00
Physio-Control	11576-000038	LUCAS 2 Carrying Bag	EA	$ 275.00	$233.75
Physio-Control	11576-000046	LUCAS 2 Disposable Suction Cup (3 pack)	PK	$ 120.00	$102.00
Physio-Control	11576-000047	LUCAS 2 Disposable Suction Cup (12 pack)	PK	$ 430.00	$365.50
Physio-Control	11576-000060	LUCAS 2 Stand-alone Battery Charger	EA	$ 945.00	$803.25
Physio-Control	11576-000039	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	EA	$ 595.00	$505.75
Physio-Control	11576-000040	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo) (4 pack)	PK	$ 2,145.00	$1,823.25
Physio-Control	11576-000055	LUCAS 2 Power Supply Cord	EA	$ 285.00	$242.25
Physio-Control	11576-000048	LUCAS 2 12V Car Cable	EA	$ 110.00	$93.50
Physio-Control	26500-003084	LUCAS Chest Compression System - Instructions for Use, U.S. English	EA	$ 27.00	$22.95
		ACCESSORIES			
Physio-Control	11260-000018	LIFEPAK 20 Basic carry case	EA	$ 125.00	$106.25
Physio-Control	11260-000019	LIFEPAK 20 Shoulder strap	EA	$ 98.00	$83.30
Physio-Control	11260-000020	LIFEPAK 20 Top pouch	EA	$ 50.00	$42.50
Physio-Control	11260-000016	LIFEPAK 20 QUIK-COMBO accessory pouch	EA	$ 48.00	$40.80
Physio-Control	11141-000068	LIFEPAK 20 NiMH rechargeable internal battery	EA	$ 149.00	$126.65
Physio-Control	11140-000015	LIFEPAK 20 AC power cord	EA	$ 67.00	$56.95
Physio-Control	21330-000996	LIFEPAK 20 Docking station	EA	$ 155.00	$131.75
Physio-Control	21330-001007	LIFEPAK 20 Front door	EA	$ 34.00	$28.90
Physio-Control	11130-000037	LIFEPAK 20 Standard detachable hard paddles	PR	$ 599.00	$509.15
Physio-Control	21330-001024	Adult hard paddle replacements for LIFEPAK 20 standard hard paddles	EA	$ 72.00	$61.20
Physio-Control	11230-000018	Serial port cable - 6 foot (LIFEPAK 20 device to PC)	EA	$ 99.00	$84.15
Physio-Control	11230-000019	Serial port cable - 6 foot (LIFEPAK 20 device to LIFEPAK 20 device)	EA	$ 99.00	$84.15
Physio-Control	26500-001212	LIFEPAK 20 Service manual (CD-ROM)	EA	$ 48.00	$40.80
Physio-Control	26500-001213	LIFEPAK 20 Service manual (paper version)	EA	$ 135.00	$114.75
Physio-Control	26500-001215	LIFEPAK 20 Operating instructions	EA	$ 56.00	$47.60
Physio-Control	26500-001216	LIFEPAK 20 Inservice video - AED defibrillation	EA	$ 20.00	$17.00
Physio-Control	11141-000100	LMnO2 Non-Rechargeable Battery	EA	$ 295.00	$250.75
Physio-Control	11425-000008	LIFEPAK 1000 Complete soft shell carry case	EA	$ 149.00	$126.65
Physio-Control	11260-000023	LIFEPAK 1000 Hard shell, watertight carrying case	EA	$ 265.00	$225.25
Physio-Control	11425-000002	LIFEPAK 1000 Replacement Shoulder Strap for carry case	EA	$ 35.00	$29.75
Physio-Control	11111-000016	3-Wire ECG Cable	EA	$ 200.00	$170.00
Physio-Control	11425-000001	Accessory pounch for 3-wire cable and/or other accessories	EA	$ 50.00	$42.50
Physio-Control	11250-000052	Clip-on Training Electrodes for use with QUIK-COMBO Patient Simulator	EA	$ 58.00	$49.30
Physio-Control	26500-002156	Quick Reference Instruction Card LIFEPAK 1000	EA	$ 6.00	$5.10
Physio-Control	26500-001964	LIFEPAK 1000 Operating Instructions	EA	$ 15.00	$12.75
Physio-Control	21341-000037	Custom software setting - Customizing your LIFEPAK Express	EA	$ 69.95	$59.46
Physio-Control	11260-000015	LIFEPAK CR Plus Hard shell carry case	EA	$ 210.00	$178.50
Physio-Control	21300-004576	LIFEPAK CR Plus Carrying case	EA	$ 59.00	$50.15

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	21300-004579	LIFEPAK CR Plus Replacement shoulder strap for carry case	EA	$ 14.00	$11.90
Physio-Control	11403-000001	LIFEPAK CR Plus Replacement Kit for Charge-Pak 2 sets of electrodes	PK	$ 104.00	$88.40
Physio-Control	11403-000002	LIFEPAK CR Plus Replacement Kit for Charge-Pak 1 set of electrodes	PK	$ 85.00	$72.25
Physio-Control	11210-000021	Wall mount bracket for LIFEPAK CR Plus	EA	$ 83.00	$70.55
Physio-Control	11250-000073	LIFEPAK CR Plus Training System	EA	$ 299.00	$254.15
Physio-Control	11260-000014	LIFEPAK CR Plus Training System replacement carry case	EA	$ 30.00	$25.50
Physio-Control	11250-000015	LIFEPAK CR Plus Training System replacement training electrodes	EA	$ 32.00	$27.20
Physio-Control	11250-000024	Replacement Remote Control with Cable for the CR-T Training System	EA	$ 42.00	$35.70
Physio-Control	26500-001096	LIFEPAK CR Plus Protocol Card	EA	$ 2.00	$1.70
Physio-Control	26500-001156	LIFEPAK CR Plus Operating Instructions: LIFEPAK CR Plus Training System	EA	$ 15.00	$12.75
Physio-Control	26500-001317	LIFEPAK CR Plus Orientation Video	EA	$ 13.00	$11.05
Physio-Control	26500-001361	LIFEPAK CR Plus Operating Instructions	EA	$ 15.00	$12.75
Physio-Control	26500-001421	LIFEPAK CR Plus Service Manual CD Rom	EA	$ 63.00	$53.55
Physio-Control	21300-004913	Replacement Device Lid Cover	EA	$ 19.00	$16.15
Physio-Control	11101-000003	AED Trainer new style training electrodes (5 pr)	PK	$ 36.00	$30.60
Physio-Control	11101-000004	AED training electrode set - (5pr), cable & pouch	PK	$ 62.00	$52.70
Physio-Control	11101-000006	Cable/connector assembly/pouch for Adult AED training electrodes	EA	$ 26.00	$22.10
Physio-Control	11250-000042	Replacement infant/child AED training electrodes	PK	$ 35.00	$29.75
Physio-Control	11250-000043	Cable/connector assembly/pouch for infant/child AED training electrodes	EA	$ 35.00	$29.75
Physio-Control	11250-000045	Infant/child AED training electrodes training set	PK	$ 62.00	$52.70
Physio-Control	11998-000292	Wall Cabinet - Semi-recessed for AED, 3" Trim	EA	$ 267.00	$226.95
Physio-Control	11998-000293	Wall Cabinet - Fully-recessed for AED, 1.5" Trim	EA	$ 229.00	$194.65
Physio-Control	11220-000076	Wall Cabinet, standard, surface mount, SS	EA	$ 453.00	$385.05
Physio-Control	11220-000077	Wall Cabinet, standard, semi-recessed, SS	EA	$ 413.00	$351.05
Physio-Control	11220-000078	Wall Cabinet, small, fully recessed, SS	EA	$ 393.00	$334.05
Physio-Control	11210-000026	AED Wall Cabinet with alarm, fire rated - semi-recessed, rolled edges	EA	$ 395.00	$335.75
Physio-Control	11220-000083	AED Wall Cabinet with alarm and strobe -surface mount, rolled edges	EA	$ 335.00	$284.75
Physio-Control	11220-000079	AED Wall Cabinet with alarm - surface mount, rolled edges	EA	$ 272.00	$231.20
Physio-Control	11210-000027	AED Wall Cabinet with alarm, fire rated - recessed, square edges	EA	$ 375.00	$318.75
Physio-Control	11220-000084	AED Wall Cabinet with alarm and strobe - surface mount, rolled edges	EA	$ 453.00	$385.05
Physio-Control	11210-000028	AED Floor Stand Cabinet with alarm- White	EA	$ 917.00	$779.45
Physio-Control	11210-000029	AED Floor Stand Cabinet with alarm- Grey	EA	$ 953.00	$810.05
Physio-Control	21300-006797	AED Cabinet Window replacement kit	EA	$ 30.00	$25.50
Physio-Control	11250-000003	AED Wall Placard	EA	$ 7.00	$5.95
Physio-Control	11210-000030	3-Dimensional 8" AED Sign w/Logo	EA	$ 100.00	$85.00
Physio-Control	11210-000033	3-Dimensional 10" AED Sign w/Logo	EA	$ 100.00	$85.00
Physio-Control	11210-000036	AED Flat 8" Wall Sign	EA	$ 30.00	$25.50
Physio-Control	11210-000037	AED Flat 10" Wall Sign	EA	$ 30.00	$25.50

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11210-000038	AED Location Sign - flat, 8" x 8", without Logo	EA	$ 30.00	$25.50
Physio-Control	11210-000039	AED Location Sign - flat, 10" x 10", without Logo	EA	$ 30.00	$25.50
Physio-Control	11210-000031	AED Location Sign - T-mount 8" x 8", with Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000032	AED Location Sign - T-mount 10" x 10", with Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000040	AED Location Sign - T-mount 8" x 8" without Logo	EA	$ 119.00	$101.15
Physio-Control	11210-000041	AED Location Sign - T-mount 10" x 10", without Logo	EA	$ 119.00	$101.15
Physio-Control	21300-005026	IrDA Adaptor with USP port for DT Express	EA	$ 110.00	$93.50
Physio-Control	21300-005027	IrDA Adaptor with 9-pin serial port for DT Express	EA	$ 74.00	$62.90
Physio-Control	26500-000185	AED Instruction Card (laminated easy reference)	EA	$ 6.00	$5.10
Physio-Control	26500-000268	AED CPR Reference Poster	EA	$ 2.00	$1.70
Physio-Control	26996-000015	AED Challenge: Interactive computer training tool CD-Rom	EA	$ 79.00	$67.15
Physio-Control	26500-001697	AED Challenge: Interactive computer training tool DEMO DISK	EA	$ -	$0.00
Physio-Control	11998-000320	Ambu Res-Cue Key First Responder Kit	EA	$ 29.00	$24.65
Physio-Control	11998-000321	Ambu Res-Cue Mask First Responder Kit	EA	$ 37.00	$31.45
Physio-Control	26996-000014	AED Challenge Web-enabled	EA	$ 40.00	$34.00
Physio-Control	11250-000096	LIFEPAK 500 AED Training System	EA	$ 299.00	$254.15
Physio-Control	21300-004834	LIFEPAK 500 AED/Oxygen Carry Bag	EA	$ 166.00	$141.10
Physio-Control	11141-000135	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak - DPS charcoal color	EA	$ 268.00	$227.80
Physio-Control	11230-000001	LIFEPAK 500 AED to PC cable	EA	$ 50.00	$42.50
Physio-Control	11230-000002	LIFEPAK 500 AED to printer cable (Epson LX300 only)	EA	$ 50.00	$42.50
Physio-Control	11210-000001	Wall mount bracket for AED	EA	$ 92.00	$78.20
Physio-Control	21300-004157	LIFEPAK 500 Replacement top for carry case	EA	$ 58.00	$49.30
Physio-Control	11150-000001	LIFEPAK 500 AED to modem cable	EA	$ 50.00	$42.50
Physio-Control	11998-000012	LIFEPAK 500 Replacement strap for carrying case	EA	$ 35.00	$29.75
Physio-Control	11998-000014	LIFEPAK 500 Complete soft shell carrying case	EA	$ 125.00	$106.25
Physio-Control	11998-000021	LIFEPAK 500 Hard-shell carrying case (Pelican)	EA	$ 257.00	$218.45
Physio-Control	11250-000004	LIFEPAK 500T Replacement carry case	EA	$ 63.00	$53.55
Physio-Control	11250-000005	LIFEPAK 500T Replacement remote control and cable	EA	$ 45.00	$38.25
Physio-Control	11250-000006	LIFEPAK 500T Replacement simulated battery pak	EA	$ 28.00	$23.80
Physio-Control	21501-000158	LIFEPAK 500T Replacement analyze key cover labels	EA	$ 6.00	$5.10
Physio-Control	26500-000036	LIFEPAK 500 Service Manual CD-Rom	EA	$ 63.00	$53.55
Physio-Control	11140-000002	Battery charger for LIFEPAK 500 rechargeable SLA battery pak	EA	$ 187.00	$158.95
Physio-Control	26500-001008	LIFEPAK 500T Operating Instructions	EA	$ 9.00	$7.65
Physio-Control	26500-001009	LIFEPAK 500 Operating Manual	EA	$ 14.00	$11.90
Physio-Control	21330-001058	LIFEPAK 500 DPS complete soft shell carrying case with "stealth" surface	EA	$ 158.00	$134.30
Physio-Control	26500-001706	LIFEPAK 500 AED Training and Implementation Guide	EA	$ 10.00	$8.50
Physio-Control	26500-000037	LIFEPAK 500 In-service Video	EA	$ 14.00	$11.90
Physio-Control	11141-000002	LIFEPAK 500 rechargeable sealed lead acid battery pak	EA	$ 159.00	$135.15

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11110-000049	QUIK-COMBO cable LIFEPAK 500 to FAST-PATCH electrode	EA	$ 304.00	$258.40
Physio-Control	11110-000050	Setup Transfer cable for LIFEPAK 500	EA	$ 50.00	$42.50
Physio-Control	11141-000147	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak	EA	$ 248.00	$210.80
Physio-Control	11141-000014	LIFEPAK 500 nonrechargeable lithium sulfur dioxide battery pak - aircraft use	EA	$ 248.00	$210.80
Physio-Control	11110-000054	QUIK-COMBO extension cable LIFEPAK 500 to QC patient sim 4'	EA	$ 128.00	$108.80
Physio-Control	11150-000010	External Modem for connection to LIFEPAK 500	EA	$ 261.00	$221.85
Physio-Control	11241-000001	Epson LX300 Plus Dot Matrix Printer	EA	$ 226.00	$192.10
Physio-Control	11998-000051	Electrode storage tray for LIFEPAK 500	EA	$ 68.00	$57.80
Physio-Control	11220-000025	Battery pouch for the LIFEPAK 500	EA	$ 47.00	$39.95
Physio-Control	11400-000038	LIFEPAK 12 AC Power Adapter	EA	$ 855.00	$726.75
Physio-Control	11110-000051	Power Adapter extension cable for LIFEPAK 12 power adapter	EA	$ 97.00	$82.45
Physio-Control	99407-000002	Battery Support System 2 (BSS2)	EA	$ 1,725.00	$1,466.25
Physio-Control	11210-000002	BSS2 wall mount bracket	EA	$ 94.00	$79.90
Physio-Control	99996-000009	Mobile Battery Service Station (MBSS)	EA	$ 1,425.00	$1,211.25
Physio-Control	99996-000010	MBSS wall bracket for vertical or horizontal mounting	EA	$ 119.00	$101.15
Physio-Control	99996-000011	MBSS 12 volt DC cable	EA	$ 69.00	$58.65
Physio-Control	11141-000025	FASTPAK 2 Battery w/fuel gage	EA	$ 152.00	$129.20
Physio-Control	11141-000149	LIFEPAK NiCd Battery with fuel gauge 1.6amp hrs	EA	$ 209.00	$177.65
Physio-Control	11141-000028	LIFEPAK SLA Battery	EA	$ 202.00	$171.70
Physio-Control	11141-000044	FASTPAK Battery 1.2 amp	EA	$ 133.00	$113.05
Physio-Control	11577-000004	Station Battery Charger - For the LP15	EA	$ 1,495.00	$1,270.75
Physio-Control	11577-000011	Mobile Battery Charger - FOR THE LP15	EA	$ 1,625.00	$1,381.25
Physio-Control	21330-001176	Lithium-ion Battery 5.7 amp hrs	EA	$ 379.00	$322.15
Physio-Control	11260-000030	LIFEPAK 12 Basic carry case w/strap, right & left pouches	EA	$ 250.00	$212.50
Physio-Control	11260-000029	LIFEPAK 12 Carry case back pouch - expandable	EA	$ 69.00	$58.65
Physio-Control	21300-006360	LIFEPAK 12 Replacement carry case right pouch	EA	$ 71.00	$60.35
Physio-Control	21300-007201	LIFEPAK 12 Replacement carry case left pouch	EA	$ 78.00	$66.30
Physio-Control	21300-006361	LIFEPAK 12 Carry case base & side supports	EA	$ 115.00	$97.75
Physio-Control	11260-000010	LIFEPAK 12 Shoulder Strap	EA	$ 28.00	$23.80
Physio-Control	11220-000033	LIFEPAK 12 Front cover	EA	$ 33.00	$28.05
Physio-Control	11998-000063	LIFEPAK 12 Removable acrylic screen shield	EA	$ 42.00	$35.70
Physio-Control	11220-000028	Top Pouch for the LP12/LP15	EA	$ 46.00	$39.10
Physio-Control	11260-000032	Carrying Case of the LIFEPAK 12 with AC Power Adapter	EA	$ 265.00	$225.25
Physio-Control	11260-000033	Carrying Case for the LIFEPAK 12 with Voice Recorder	EA	$ 265.00	$225.25
Physio-Control	21300-007203	Right Pouch Replacement (Note: Included with basic case)	EA	$ 71.00	$60.35
Physio-Control	11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches	EA	$ 250.00	$212.50
Physio-Control	11260-000039	LIFEPAK 15 Carry case back pouch	EA	$ 65.00	$55.25
Physio-Control	11577-000001	LIFEPAK 15 Shoulder strap	EA	$ 28.00	$23.80

PHYSIO-CONTROL
CATALOG

Attachment H

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000157	LIFESTAND mobile roll stand	EA	$ 749.00	$636.65
Physio-Control	11996-000309	Surface mount bracket	EA	$ 725.00	$616.25
Physio-Control	11130-000001	Standard hard paddles for use w/LIFEPAK 12	PR	$ 550.00	$467.50
Physio-Control	11130-000061	Standard hard paddles for use w/LIFEPAK 15	PR	$ 550.00	$467.50
Physio-Control	11133-000001	Pediatric paddle, external 1ea (2 required)	EA	$ 73.00	$62.05
Physio-Control	11131-000001	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	PR	$ 619.00	$526.15
Physio-Control	11131-000010	Internal paddles - 1" size (6.25" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000011	Internal paddles - 1.5" size (6" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000012	Internal paddles - 2" size (5.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000013	Internal paddles - 2.5" size (5.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000014	Internal paddles - 3.5" size (5" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000019	Internal paddles - 2.5" size (8.5" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000021	Internal paddles - 1.5" size (9" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000022	Internal paddles - 2" size (8.75" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000023	Internal paddles - 3.5" size (8" shaft length)	PR	$ 169.00	$143.65
Physio-Control	11131-000024	Internal paddles - 1.5" size (14.25" shaft length)	PR	$ 169.00	$143.65
Physio-Control	21300-005847	Signagel, gel	EA	$ 4.00	$3.40
Physio-Control	11110-000040	QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	EA	$ 305.00	$259.25
Physio-Control	11113-000004	QUIK-COMBO therapy cable for use w/LIFEPAK 15	EA	$ 305.00	$259.25
Physio-Control	11110-000010	QUIK-COMBO(TM) PACING/DEFIBRILLATION/ECG CABLE	EA	$ 231.00	$196.35
Physio-Control	11110-000052	FAST-PATCH adapter cable for use w/QC therapy cable for LIFEPAK 12 &	EA	$ 231.00	$196.35
Physio-Control	11103-000005	Zoll Adapter - converts Zoll connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000006	Philips Adapter - converts Philips connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000007	Laerdal Adapter - converts Laerdal connector to QUIK-COMBO	EA	$ 52.00	$44.20
Physio-Control	11103-000008	R2 Adapter - converts R2 connector to QUIK-COMBO connector	EA	$ 52.00	$44.20
Physio-Control	11111-000022	12 Lead ECG, Precordial Leads (AHA)	EA	$ 128.00	$108.80
Physio-Control	11111-000023	12 Lead ECG, Precordial Leads (IEC)	EA	$ 128.00	$108.80
Physio-Control	11111-000020	8ft Trunk cable with AHA limb leads	EA	$ 324.00	$275.40
Physio-Control	11111-000021	8ft Trunk cable with IEC limb leads	EA	$ 349.00	$296.65
Physio-Control	11111-000018	5ft Trunk cable with AHA limb leads	EA	$ 320.00	$272.00
Physio-Control	11110-000019	5ft Trunk cable with IEC limb leads	EA	$ 344.50	$292.83
Physio-Control	21300-008054	4-Wire Cable Comb (10- Pack)	PK	$ 15.00	$12.75
Physio-Control	21300-008055	6-Wire Cable Comb (10- Pack)	PK	$ 15.00	$12.75
Physio-Control	11110-000029	3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	EA	$ 110.00	$93.50
Physio-Control	11110-000066	5-Lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	EA	$ 199.00	$169.15
Physio-Control	11240-000013	ECG printer paper, 50mm x 30m 3rolls/bx (1-49)	BX	$ 16.00	$13.60

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11240-000016	Strip chart recorder paper, 100mm 2rolls/bx (1-23)	BX	$ 17.00	$14.45
Physio-Control	11110-000055	Configuration transfer cable	EA	$ 99.00	$84.15
Physio-Control	11150-000007	Modem cable - 6' LIFEPAK 12 to external modem	EA	$ 99.00	$84.15
Physio-Control	11150-000008	Modem cable - 10' LIFEPAK 12 to external modem	EA	$ 104.00	$88.40
Physio-Control	11150-000009	Modem door assembly	EA	$ 52.00	$44.20
Physio-Control	11150-000015	Internal modem (pc card modem)	EA	$ 275.00	$233.75
Physio-Control	11110-000044	Analog ECG output cable	EA	$ 120.00	$102.00
Physio-Control	11230-000020	Serial port cable	EA	$ 99.00	$84.15
Physio-Control	11996-000125	LIFEPAK 12 NIBP Hose, coiled 9'	EA	$ 48.00	$40.80
Physio-Control	11996-000033	LIFEPAK 12 NIBP Hose, 9'	EA	$ 48.00	$40.80
Physio-Control	11996-000089	LIFEPAK 12 NIBP Hose, 12'	EA	$ 48.00	$40.80
Physio-Control	21300-007300	LIFEPAK 15 NIBP Hose, 9' coiled	EA	$ 48.00	$40.80
Physio-Control	21300-007298	LIFEPAK 15 NIBP Hose, 9'	EA	$ 48.00	$40.80
Physio-Control	21300-007299	LIFEPAK 15 NIBP Hose, 12'	EA	$ 48.00	$40.80
Physio-Control	11996-000020	NIBP Cuff-Reusable, Infant	EA	$ 18.00	$15.30
Physio-Control	11996-000021	NIBP Cuff-Reusable, Sm child	EA	$ 21.00	$17.85
Physio-Control	11996-000022	NIBP Cuff-Reusable, Child	EA	$ 21.00	$17.85
Physio-Control	11996-000023	NIBP Cuff-Reusable, Sm Adult	EA	$ 25.00	$21.25
Physio-Control	11996-000024	NIBP Cuff-Reusable, Adult	EA	$ 26.00	$22.10
Physio-Control	11996-000025	NIBP Cuff-Reusable, Lg Adult	EA	$ 29.00	$24.65
Physio-Control	11996-000026	NIBP Cuff-Reusable, Thigh	EA	$ 122.00	$103.70
Physio-Control	11996-000027	NIBP Cuff-Disposable Infant	EA	$ 8.00	$6.80
Physio-Control	11996-000028	NIBP Cuff-Disposable Child	EA	$ 9.00	$7.65
Physio-Control	11996-000029	NIBP Cuff-Disposable Small Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000030	NIBP Cuff-Disposable Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000031	NIBP Cuff-Disposable Large Adult	EA	$ 11.00	$9.35
Physio-Control	11996-000032	NIBP Cuff-Disposable X-tra Large Adult	EA	$ 15.00	$12.75
Physio-Control	11996-000060	Durasensor - Adult finger sensor	EA	$ 245.00	$208.25
Physio-Control	11996-000050	Oxisensor II neonatal sensor asst. pack	EA	$ 80.00	$68.00
Physio-Control	11996-000051	Oxisensor II pediatric sensor asst. pack	EA	$ 75.00	$63.75
Physio-Control	11996-000052	Oxisensor II adult sensor asst. pack	EA	$ 70.00	$59.50
Physio-Control	11996-000061	Oxiband Adult/Neonatal Sensor	EA	$ 195.00	$165.75
Physio-Control	11996-000062	Oxiband Pediatric/Infant Sensor	EA	$ 195.00	$165.75
Physio-Control	11996-000106	DURA-Y Multisite sensor (reusable)	EA	$ 285.00	$242.25
Physio-Control	11996-000107	Disposable Posey Wrap for Oxiband (bag of 12)	BG	$ 28.00	$23.80
Physio-Control	11996-000113	Oxisensor II adult sensor (24/BX)	BX	$ 480.00	$408.00
Physio-Control	11996-000114	Oxisensor II adult sensor, long cable (24/BX)	BX	$ 505.00	$429.25

PHYSIO-CONTROL
CATALOG

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000115	Oxisensor II infant sensor (24/BX)	BX	$ 575.00	$488.75
Physio-Control	11996-000116	Oxisensor II pediatric sensor (24/BX)	BX	$ 480.00	$408.00
Physio-Control	11996-000048	Disposable Adhesive bandage wrap for OXI-A/N (2 bags of 50)	CS	$ 65.00	$55.25
Physio-Control	11996-000049	Disposable Adhesive bandage wrap for OXI-P/I (2 bags of 50)	CS	$ 65.00	$55.25
Physio-Control	11996-000117	Oxisensor II neonatal sensor (24/BX)	BX	$ 575.00	$488.75
Physio-Control	11110-000042	DEC-4 Cable Extension: 4'	EA	$ 55.00	$46.75
Physio-Control	11110-000176	DEC-8 Cable Extension: 8'	EA	$ 60.00	$51.00
Physio-Control	11171-000006	Masimo SET LNOP Sp02 Patient Cable- 4 foot	EA	$ 185.00	$157.25
Physio-Control	11171-000008	Masimo SET LNOP Sp02 Patient Cable - 8 foot	EA	$ 205.00	$174.25
Physio-Control	11171-000009	Masimo SET LNOP Sp02 Patient Cable - 12 foot	EA	$ 225.00	$191.25
Physio-Control	11171-000007	Masimo SET LNOP Sp02 Sensor - Adult Reusable	EA	$ 320.00	$272.00
Physio-Control	11171-000010	Masimo SET LNOP Sp02 Sensor -Pediatric Reusable	EA	$ 320.00	$272.00
Physio-Control	11171-000011	Masimo SET LNOP Sp02 Sensor -Adult Disposable (1 box of 20 sensors)	BX	$ 300.00	$255.00
Physio-Control	11171-000012	Masimo SET LNOP Sp02 Sensor -Pediatric Disposable (1 box of 20 sensors)	BX	$ 340.00	$289.00
Physio-Control	11171-000013	Masimo SET LNOP Sp02 Sensor -Neonatal (<10 KG) Disposable (1 box of 20	BX	$ 420.00	$357.00
Physio-Control	11171-000014	Masimo SET LNOP Sp02 Sensor -Neonatal (<1 KG) Disposable (1 box of 20	BX	$ 460.00	$391.00
Physio-Control	11996-000326	Masimo SET RED LNOP Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11996-000327	Masimo SET RED LNOP Patient Cable - 8 foot	EA	$ 172.00	$146.20
Physio-Control	11996-000328	Masimo SET RED LNOP Patient Cable - 12 foot	EA	$ 207.00	$175.95
Physio-Control	11171-000024	Masimo SET LNCS Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11171-000016	Masimo SET LNCS Patient Cable - 10 foot	EA	$ 160.00	$136.00
Physio-Control	11171-000025	Masimo SET LNCS Patient Cable - 14 foot	EA	$ 180.00	$153.00
Physio-Control	11996-000323	Masimo SET Red LNCS Patient Cable - 4 foot	EA	$ 147.00	$124.95
Physio-Control	11996-000324	Masimo SET Red LNCS Patient Cable - 10 foot	EA	$ 172.00	$146.20
Physio-Control	11996-000325	Masimo SET Red LNCS Patient Cable - 14 foot	EA	$ 207.00	$175.95
Physio-Control	11171-000027	Masimo SET LNCS 4' extension (for Nellcor equipped units)	EA	$ 147.00	$124.95
Physio-Control	11171-000017	Masimo SET LNCS Adult Reusable Sensor	EA	$ 270.00	$229.50
Physio-Control	11171-000018	Masimo SET LNCS Pediatric Reusable Sensor	EA	$ 270.00	$229.50
Physio-Control	11171-000019	Masimo SET LNCS Adult Disposable Sensors (box of 20)	BX	$ 300.00	$255.00
Physio-Control	11171-000020	Masimo SET LNCS Pediatric Disposable Sensors (box of 20)	BX	$ 340.00	$289.00
Physio-Control	11171-000028	Masimo SET LNCS Neonatal L Disposable Sensor (box of 20)	BX	$ 420.00	$357.00
Physio-Control	11171-000029	Masimo SET LNCS Neonatal Pt L Disposable Sensor (box of 20)	BX	$ 460.00	$391.00
Physio-Control	11171-000031	Masimo SET LNCS Infant Disposable Sensor (box 0f 20)	BX	$ 420.00	$357.00
Physio-Control	11996-000331	Masimo SET Red Adult Reusable Direct Connect Sensor - 3 foot	EA	$ 295.00	$250.75
Physio-Control	11996-000332	Masimo SET Red Adult Reusable Direct Connect Sensor - 12 foot	EA	$ 495.00	$420.75
Physio-Control	11996-000333	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 3 foot	EA	$ 295.00	$250.75
Physio-Control	11996-000334	Masimo SET Red Pediatric Reusable Direct Connect Sensor - 12 foot	EA	$ 495.00	$420.75

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000335	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 3 foot	EA	$ 495.00	$420.75
Physio-Control	11996-000336	Masimo SET Rainbow Adult Reusable Direct Connect Sensor - 12 foot	EA	$ 695.00	$590.75
Physio-Control	11996-000337	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 3 foot	EA	$ 695.00	$590.75
Physio-Control	11996-000338	Masimo SET Rainbow Pediatric Reusable Direct Connect Sensor - 12 foot	EA	$ 895.00	$760.75
Physio-Control	11171-000032	Rainbow DCI-DC8, Adult Reuse Sensor, 8 ft	EA	$ 695.00	$590.75
Physio-Control	11171-000033	Rainbow DCP-DC9, Pedi Reuse Sensor, 8 ft	EA	$ 795.00	$675.75
Physio-Control	11996-000183	MNC-1 Adapter Cable - 10 foot	EA	$ 310.00	$263.50
Physio-Control	11996-000198	MNC-1 Adapter Cable - 4 foot	EA	$ 310.00	$263.50
Physio-Control	11996-000001	FilterLine H Set Infant/Neonatal (box of 25)	BX	$ 475.00	$403.75
Physio-Control	11996-000080	FilterLine H Set Adult/Pediatric (box of 25)	BX	$ 385.00	$327.25
Physio-Control	11996-000081	FilterLine Set Adult/Pediatric (box of 25)	BX	$ 240.00	$204.00
Physio-Control	11996-000164	FilterLine Set Long Adult/Pediatric (box of 25)	BX	$ 270.00	$229.50
Physio-Control	11996-000299	FilterLine Set Adult/Pediatric (pack of 10)	PK	$ 125.00	$106.25
Physio-Control	11996-000120	SmartCapnoLine - Pediatric patients <44lbs (box of 25)	BX	$ 290.00	$246.50
Physio-Control	11996-000128	SmartCapnoLine w/O2 delivery - Pediatric patients <44lbs (box of 25)	BX	$ 325.00	$276.25
Physio-Control	11996-000162	SmartCapnoLine Plus - Adult/Intermediate patients >44lbs (box of 25)	BX	$ 290.00	$246.50
Physio-Control	11996-000163	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (box of 25)	BX	$ 325.00	$276.25
Physio-Control	11996-000165	SmartCapnoLine Plus Long w/O2 - Adult/Intermediate patients>44lbs (box of 25)	EA	$ 365.00	$310.25
Physio-Control	11996-000166	SmartCapnoLine Plus - Adult/Intermediate patients>44lbs (Cs of 100)	CS	$ 1,025.00	$871.25
Physio-Control	11996-000167	SmartCapnoLine Plus w/O2 delivery - Adult/Intermediate patients>44lbs (Cs of 100)	CS	$ 1,145.00	$973.25
Physio-Control	11996-000298	Smart Capnoline Plus 02 Adult/Intermediate (for patients above 44 lbs) (Box of 10)	BX	$ 155.00	$131.75
Physio-Control	11996-000297	Smart Capnoline Plus Adult/Intermediate (for patients above 44 lbs) (Box of 10)	BX	$ 135.00	$114.75
Physio-Control	11996-000017	Electrode QUIK-COMBO w/REDI-PAK preconnect	PR	$ 42.00	$30.00
Physio-Control	11996-000090	Electrode EDGE QUIK-COMBO RTS	PR	$ 45.00	$35.00
Physio-Control	11996-000091	Electrode EDGE QUIK-COMBO Adult	PR	$ 37.00	$26.00
Physio-Control	11996-000092	Electrode EDGE Fast-Patch Plus	PR	$ 21.00	$17.00
Physio-Control	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PR	$ 45.00	$31.45
Physio-Control	11996-000042	Electrode QUIK-PACE disposable noninvasive pacing adult	PR	$ 44.00	$34.50
Physio-Control	11102-000003	Electrode QUIK-PACE disposable noninvasive pacing pediatric	PR	$ 44.00	$34.50
Physio-Control	11100-000002	Electrode LIFEPATCH ECG , adult, pregelled (4/pkg)	PK	$ 2.00	$1.70
Physio-Control	11100-000001	Electrode LIFEPATCH ECG , adult, pregelled (3/pkg) 1-99	PK	$ 1.50	$1.28

Manufacturer	Catalog Number	Catalog/Product Description	UOM	List Price	NASPO Net Price
Physio-Control	11996-000014	QUIK-COMBO electrode carry case	EA	$ 25.00	$21.25
Physio-Control	11101-000016	Electrode replacement infant/child reduced energy	EA	$ 99.00	$84.15
Physio-Control	11101-000017	Electrode Infant/Child reduced energy starter kit	EA	$ 139.00	$118.15
Physio-Control	44500-000001	12-Leads Made Easy Web-based training program	EA	$ 49.00	$41.65
Physio-Control	11202-000006	Patient Simulator - posted	EA	$ 431.00	$366.35
Physio-Control	11202-000007	QUIK-COMBO patient simulator	EA	$ 492.00	$418.20
Physio-Control	11250-000012	Adult AED QUIK-PAK Training Electrode Set (Box of 5 pair)	BX	$ 66.00	$56.10
Physio-Control	11998-000011	QUIK-COMBO test post adapter kit	EA	$ 84.00	$71.40
Physio-Control	21330-001365	Test load (for use with QUIK COMBO therapy cable)	EA	$ 84.00	$71.40
Physio-Control	11998-000060	Defibrillator checker	EA	$ 321.00	$272.85
Physio-Control	11113-000002	QUIK-COMBO Test Plug for testing QC Cable	EA	$ 19.00	$16.15
Physio-Control	11996-000311	QUIK-COMBO 12-lead Patient Simulator	EA	$ 755.00	$641.75
Physio-Control	11996-000310	QUIK-COMBO 3-lead Patient Simulator	EA	$ 655.00	$556.75
Physio-Control	11110-000011	QUIK-COMBO training electrodes cable for simulator	EA	$ 284.00	$241.40
Physio-Control	11110-000085	Defibrillation/ECG training electrode cable extension wire	EA	$ 183.00	$155.55
Physio-Control	26500-000112	QUIK-COMBO ECG electrodes Inservice Video	EA	$ 19.00	$16.15
Physio-Control	26500-000136	ECG Pocket Card - Placement of Precordial Leads	EA	$ 1.25	$1.06
Physio-Control	26500-000137	Booklet: "Prehospital 12-lead ECG: What You Should Know"	EA	$ 8.00	$6.80
Physio-Control	26500-000210	LIFENET System Video, A New Cardiac Care Model (NTSC)	EA	$ 17.00	$14.45
Physio-Control	26500-000507	Booklet: "Pacing: What You Should Know"	EA	$ 5.00	$4.25
Physio-Control	26500-000530	Slides: "Noninvasive Pacing: What You Should Know"	EA	$ 63.00	$53.55
Physio-Control	26500-000577	Booklet: "Defibrillation:What You Should Know"	EA	$ 5.00	$4.25
Physio-Control	11103-000001	QUIK-COMBO training electrodes (2/PR)	PR	$ 24.00	$20.40
Physio-Control	11101-000007	Defibrillation/ECG training electrodes	PR	$ 25.00	$21.25
Physio-Control	26500-002481	Operating Instructions: LIFEPAK 12	EA	$ 56.00	$47.60
Physio-Control	26500-006152	Service Manual on CD-ROM: LIFEPAK 12 and BSS2	EA	$ 59.00	$50.15
Physio-Control	26500-000168	BSS2 Operating Instructions	EA	$ 17.00	$14.45
Physio-Control	26500-000213	LIFEPAK 12 In-service Video	EA	$ 27.00	$22.95
Physio-Control	26500-000234	LIFEPAK 12 & BSS2 Service Manual (paper version)	EA	$ 166.00	$141.10
Physio-Control	26500-000942	LIFEPAK 12 Operating Instructions	EA	$ 56.00	$47.60
Physio-Control	26500-002948	LIFEPAK 15 Station and Mobile Battery Charger Operating Instructions	EA	$ 17.00	$14.45
Physio-Control	21330-001357	LIFEPAK 15 In-service Video - DVD format	EA	$ 27.00	$22.95
Physio-Control	26500-002408	LIFEPAK 15 Operating Instructions	EA	$ 56.00	$47.60
Physio-Control	26500-002570	LIFEPAK 20e Defibrillator/Monitor Operating Instructions (paper version)	EA	$ 56.00	$47.60
Physio-Control	26500-001216	LIFEPAK 20 Defibrillator/Monitor Inservice Video - AED Defibrillation	EA	$ 20.00	$17.00
Physio-Control	26500-001315	LIFEPAK 20 Defibrillator/Monitor Inservice Video-Manual Defibrillation	EA	$ 20.00	$17.00
Physio-Control	26500-002705	LIFEPAK 20e Defibrillator/Monitor Service Manual on CD-ROM	EA	$ 48.00	$40.80
Physio-Control	26500-002704	LIFEPAK 20e Defibrillator/Monitor Service Manual (paper version)	EA	$ 48.00	$40.80

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Physio-Control	26500-002040	Quik reference Instruction Card for AED and CPR instruction	EA	$ 6.00	$5.10
Physio-Control	21340-000495	CODE-STAT 8.0 EMS Data Review Software	EA	$ 1,799.00	$1,529.15
Physio-Control	21340-000496	CODE-STAT 8.0 EMS Client Software	EA	$ 499.00	$424.15
Physio-Control	21340-000497	CODE-STAT 8.0 Data Review Software Upgrade	EA	$ 299.00	$254.15
Physio-Control	21340-000498	CODE-STAT 8.0 Client Software Upgrade	EA	$ 99.00	$84.15
Physio-Control	21340-000499	CODE-STAT 8.0 EMS Demo Software	EA	$ 10.00	$8.50
Physio-Control	21340-000500	CODE-STAT 8.0 Hospital Data Review Software	EA	$ 1,799.00	$1,529.15
Physio-Control	21340-000501	CODE-STAT 8.0 Hospital Client Software	EA	$ 499.00	$424.15
Physio-Control	21340-000502	CODE-STAT 8.0 Hospital Data Review Upgrade	EA	$ 299.00	$254.15
Physio-Control	21340-000503	CODE-STAT 8.0 Hospital Clinet Upgrade	EA	$ 99.00	$84.15
Physio-Control	21340-000504	CODE-STAT 8.0 Hospital Demo Software	EA	$ 10.00	$8.50
Physio-Control	21340-000505	DT Express	EA	$ 299.00	$254.15
Physio-Control	21340-000506	DT Express Upgrade	EA	$ 99.00	$84.15
Physio-Control	11996-000256	Microcap hand held capnograph	EA	$ 3,285.00	$2,792.25
Physio-Control	11996-000258	Microcap Plus capnograph and Pulse Oximeter	EA	$ 4,485.00	$3,812.25
Physio-Control	21300-003670	Rechargeable Battery Pack	EA	$ 128.00	$108.80
Physio-Control	21300-003724	Battery Charger	EA	$ 360.00	$306.00
Physio-Control	21300-003628	Medical Grade AC Adapter (Replacement)	EA	$ 140.00	$119.00
Physio-Control	11996-000300	EMS Carry Case	EA	$ 135.00	$114.75
Physio-Control	21300-007397	Monitor Protective Boot	EA	$ 95.00	$80.75
Physio-Control	21300-006908	Battery Pack Carrying Pouch	EA	$ 38.00	$32.30
Physio-Control	11996-000248	Clamp/Mounting Brackett	EA	$ 122.00	$103.70
Physio-Control	11996-000129	Communication Adapter Kit	EA	$ 102.00	$86.70