



**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

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 : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
- 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 Date

Printed Name 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](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**



**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: _____

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

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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. Pencil 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 form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

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 quantities. Contract is for indefinite delivery and indefinite quantity for the supplies/services specified.

B.4. Authorized Users

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

CHECK APPROPRIATE BLOCK

_____ Yes, permits usage by other than State Agencies

_____ No, permits usage by State Agencies only.

B.5. Notice of Award

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

B.6. Extension of Contract

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

B.7. Payment of Invoices

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

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

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

B.8. Prompt Payment Discounts

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

B.9. State Purchasing Card.

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

SIGNITURE OF P-CARD ACCEPTANCE_____

DATE_____

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

B.20. Mandatory Contract

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

B.21. Negotiations

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

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

B.22. Contract Management Fees

THE CENTRAL PURCHASING DIVISION SHALL BE PAID A CONTRACT MANAGEMENT FEE OF ONE PERCENT (1%) OF ALL TRANSACTIONS PURCHASED BY ANY ENTITY USING THIS CONTRACT. THE CONTRACT MANAGEMENT FEE SHALL BE NOTED ON THE QUARTERLY REPORTS AND PAID BY THE VENDOR, TO THE CENTRAL PURCHASING DIVISION WITHIN 30 DAYS FROM THE COMPLETION OF THE QUARTERLY REPORTING PERIOD. THE CONTRACT MANAGEMENT FEE SHALL BE SENT TO THE ATTENTION OF THE CONTRACTING OFFICER IDENTIFIED ON THIS SOLICITATION TO:
**DEPARTMENT OF CENTRAL SERVICES, CENTRAL PURCHASING DIVISION PO BOX 528803
OKLAHOMA CITY, OK 73152-8803
ATTENTION: FLORIAN GIZA.**

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

C. SOLICITATION SPECIFICATIONS

Zoll Medical Corporation, Phillips Healthcare, Physio Control Products and Services, and Cardiac Sciences represent the product standards for which this RFP is solicited. 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 $50 \pm 5\%$. 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 $+32^{\circ}$ to $+104^{\circ}\text{F}$ (0° to $+40^{\circ}\text{C}$).

C.1.6.2. Storage temperature -4° to $+149^{\circ}\text{F}$ (-20° to $+65^{\circ}\text{C}$).

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 SpO₂ 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 pacemaker spikes.
- C.2.3.6. Standard marker of pacemaker 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 SpO₂, 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, SpO₂, SpCO, SpMet, EtCO₂, NIBP, AED functions and prompts, defibrillator test function, self test function, error corrections and faults, pacemaker 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 (SpO₂), carbon monoxide (SpCO) and methemoglobin (SpMet) measurement.
- C.2.10.2. The unit has the ability to automatically display SpO₂, 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 SpO₂, has an EtCO₂ port.
- C.2.11.2. All units with an EtCO₂ port are upgradeable to include CO₂ 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 EtCO₂ 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 EtCO₂ 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 CO₂ sensors used do not require a yearly calibration check
- C.2.11.9. Unit displays an EtCO₂ 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 battery (BIT test)
 - C.4.2.4.1.5. 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. DIMENSIONS

- 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 is able 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. Escalating 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 VGA). Resolution is 113.5 dots/in (4.47 dots/mm)
- C.6.2.9. Rescue Ready status indicator
- C.6.2.10. Voice prompt, system alert
- C.6.2.11. Built-in automatic synchronization feature
- C.6.2.12. Pacemaker pulse detection
- C.6.2.13. Programmable via MDLink®
- C.6.2.14. 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. Medtronic: Physio-Control

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

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

- C.7.1.4. 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 DF2-1989, 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-rechargeable 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 - Rechargeable 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 discharges 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): Provides all features available except manual defibrillation, synchronous cardioversion and pacing.
- C.7.6.3. Manual Mode - Provides normal operating capability for ALS users.
- C.7.6.4. Setup Mode -Allows operator to customize the device.
- C.7.6.5. Service Mode – Allows operator to execute device diagnostic tests and calibrations.
- C.7.6.6. Inservice Mode. - Provides simulated waveforms for **demonstration purposes.**

C.7.7. 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 alphanumeric 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™ 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/Xoff 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/defibrillation/ECG electrodes or FASTPATCH®

C.7.12.1. Disposable defibrillation/ECG electrodes are used for paddles lead monitoring. Lead Selection - Leads I, II, III, (3-wire ECG cable)

C.7.13. Leads I, II, III, AVR, AVL and AVF

C.7.13.1. Acquired simultaneously (4-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, VI (Labeled "C" on 5-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5 and V6 acquired simultaneously, (10-wire ECG cable)

C.7.14. ECG Size

C.7.14.1. 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead) Heart Rate Display - 20 to 300 bpm digital display Out of range indication - Display symbol "—". Heart symbol flashes for each QRS detection.

C.7.15. Continuous Patient Surveillance System

C.7.15.1. (CPSS) - In advisory mode while Shock Advisory System is not active, CPSS monitors the patient, via paddles or Lead II ECG, for potentially shockable rhythms. Analog ECG output - 1V/mV x 1.0 gain Common Mode Rejection - 90dB at 50/60Hz Sp02

C.7.16. Nellcor Sensors

C.7.16.1. SpO2 Measurement Range - 50 to 100%. SpO2 Waveform - IR pleth signal
SpO2 Update Rate - as each pulse is detected. Calibration Range - 70 to 100%
SpO2 Measurement - Functional SpO2 values are displayed and stored
Pulse Rate - +/- 3 pulses per minute Dynamic signal strength bar graph Pulse tone proportional to value of displayed oxygen saturation NIBP

C.7.17. Oscillometric Measurement

C.7.17.1. Systolic Pressure Range - 30 to 245mmHg
C.7.17.2. Diastolic Pressure Range - 12 to 210mmHg
C.7.17.3. Units - mmHg, kPa
C.7.17.4. Mean Arterial Pressure Range - 20 to 225mmHg
C.7.17.5. Blood Pressure Accuracy - maximum mean error of .5mmHg with a standard deviation no greater than 8mmHg
C.7.17.6. Pulse Rate Range 30 to 200 pulses per minute
C.7.17.7. Pulse Rate Accuracy 2 pulses per minute or 2% whichever is greater.
C.7.17.8. Typical Measurement Time - 40 secs

C.7.18. Microstream Technology

C.7.18.1. Measurement Range 0 to 99mmHg
C.7.18.2. Display CO2 waveform and EtCO2 numerics
C.7.18.3. Units - mmHg, kPa, %; user selectable Automatic ambient pressure compensation
C.7.18.4. CO2 Accuracy (>20 minutes) - 0 to 38mmHg: 2mmHg 39 to 99mmHg: 5% of reading + 0.08% for every 1 mmHg
C.7.18.5. Warm up Time - 30 seconds (typical), 180 seconds max
C.7.18.6. Response Time - 2.9 seconds (includes delay time and rise time)
C.7.18.7. Respiration Rate Range - 0 to 60 breaths per minute
C.7.18.8. Respiration Rate Accuracy - 0 to 40 bpm: 1 bpm 41 to 60 bpm: 112 bpm
Invasive Pressure (2 channels)
C.7.18.9. Measurement range - -30 to +300mmHg in six user selectable ranges
C.7.18.10. Display - IP waveform and numerics
C.7.18.11. Units - mmHg, kPa
C.7.18.12. User-selectable labels - ART, PA, CVP, ICP, LAP
C.7.18.13. Transducer type - Strain-gauge resistive bridge
C.7.18.14. Transducer sensitivity - 5mV/V/mmHg
C.7.18.15. Bandwidth - 0 - 30 Hz (<-3dB)
C.7.18.16. Numeric accuracy - 1 mmHg or 2% of reading, whichever is greater, plus transducer error
C.7.18.17. Leakage current - Meets ANSI/AAMI/IEC requirements
Trend
C.7.18.18. Display - Choice of HR, SpO2(o), EtCO2, RR, NIBP, P1, P2, ST shown in channels 2 or 3. Time scale - Auto, 30 minutes, 1, 2, 4 or 8 hours
C.7.18.19. Duration - Up to 8 hours with -06 Memory PCB or later. Reduced storage capacity with earlier versions.
C.7.18.20. ST segment - After initial 12-lead ECG analysis, automatically selects and trends lead with the greatest ST displacement.
C.7.18.21. Alarms: Quick Set - Activates alarms for all parameters. VF/VT Alarm - Activates

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. 1 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 discrepancies.
- D.1.3. The State reserves the right to accept by item, groups of items, or by total offer. The State may also award multiple contracts under this solicitation.
- D.1.4. The State reserves the right, at its sole discretion, to request clarifications or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Once evaluated, the State may make a recommendation for award(s), if a clear choice is apparent, or those Contractors determined to be in the competitive range may be contacted to schedule discussions and/or negotiation meetings

E. 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](http://www.ok.gov/DCS/Central_Purchasing/index.html).

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

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

E.4.0.2.1. Minimum Order (if any):

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

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

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

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

E.4.0.2.6. Payment Address: _____

Attn: Accounts Receivable

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

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

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

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:** _____%) 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 possess 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 an 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 Section 3.0, Participating States have signified their intent to enter into a price agreement and, except where the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and

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 goods within the meaning of the UCC, except when to so deem such services as goods 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 addition to 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.

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: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

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) 296-1283

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: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

—

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

For assistance with the *E-Verify* Program

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

For assistance with this form, contact:

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

E-mail: MMDHelp.Line@state.mn.us

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: <https://fortress.wa.gov/galapps/CSR/Loain.as>. A sample Sales & Subcontractor report can be found at:

<http://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 regulations.

7. Hazardous materials

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment.

Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract,

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

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

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

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/policv/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 acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 5 I RCW.

19. Gifts and gratuities

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law. Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

20. Immunity and hold harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

21. Personal liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

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 indemnify 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 be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

26. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

27. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

28. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

29. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

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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 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 be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

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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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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.

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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 be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

46. Federal funding (if applicable)

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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.

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 purchases be made from small businesses. Small businesses shall include businesses that have received the Virginia Department of Minority Business Enterprise (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 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. **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 portion 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 follows: All COV State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia*. All General Terms and Conditions and Special Terms and Conditions issued by the State 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 subject to the provisions of the COV *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."

ATTACHMENT (E)

- 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.

ATTACHMENT (E)

- 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

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Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the

payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent 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 for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect 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 subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment 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 subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor 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 contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

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insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The COV encourages contractors and subcontractors to accept electronic and credit card payments.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract by mutual agreement between the parties in writing as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract..

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- 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

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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.

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- 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.

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

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

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the commonwealth, if so required under Title 13.1 or title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void

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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 website www.dmb.e.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.

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- E. **DELIVERY**: The Commonwealth expects complete delivery within **30** calendar days after receipt of order.
- F. **MINIMUM ORDERS**: Minimum order amounts (if any) shall be F.O.B. Destination, meaning actual freight costs are included in the price offered and set in conjunction with the State of Oklahoma.
- G. **RENEWAL OF CONTRACT**: Renewal periods shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract.
- H. **AWARD**: The COV portion of the award(s) will be made, in conjunction with the State of Oklahoma/NASPO Cooperative solicitation/contract, to the responsive and responsible manufacturer who has designated a DMBE certified small business distributor for the COV on a Grand Total basis (by Manufacturer Line if applicable). The purchasing office reserves the right to conduct any test that it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- I. **PRICE ESCALATION/DE-ESCALATION**: Price adjustments shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the State of Oklahoma and the COV.
- J. **PURCHASE VOLUME REPORTS**: The Contractor shall furnish the Division of Purchases and Supply quarterly reports covering the total dollar volume of purchases by ordering Agencies. These reports should include the name of the ordering entity, quantity purchased, unit price, total dollar amount sold, purchase order number, and date item sold. Reports shall be delivered to the COV, Department of General Services, ATTN: Tina Mizelle, Statewide Contract Officer, 1111 E. Broad Street, 6th Floor, Richmond, VA 23219, or emailed to Tina Mizelle at tina.rodriquez@dgs.virginia.gov. These reports shall be sent within thirty-days upon completion of quarterly performance periods cited in the paragraph below. Sample of the required quarterly report is attached. Contract quarterly reporting periods shall be:

January 1 through March 31 – due April 30;

April 1 through June 30 – due July 30;

July 1 through September 30 – due October 30; and

October 1 through December 31 – due January 30.

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- 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 not 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.

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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

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or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the COV and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the cost occasioned thereby or obtains an equitable adjustment in the contract 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 contractor shall provide a minimum of two (2) hours training to 25% of the purchasing agency's employees, led by a sales representative and one (1) instructional video/DVD in English, provided at no additional cost to the COV for each ordering Agency. Training shall be held at the using/ordering Agency facility.
- 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 and paying for small dollar goods and services. Vendors responding to this solicitation 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 not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation 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 to the Card provider. This can be accomplished by vendors establishing their card account at **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 established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

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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 agency to use the materials, goods, or equipment in

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

- W. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 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 TEMPLAT". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment from 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

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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.

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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.10:5-1 et seq. and N.J.S.A.10:5-31 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

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or <http://www.nj.gov/labor/lssc/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 uncopied 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

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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

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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 contractor 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

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costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

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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.

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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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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.

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c. Vendor Federal Employer Identification Number.

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3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- e. 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.
 - 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-

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3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

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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

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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

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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 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:		

	A	B	C	D	E	F	G	H	I
1		ATTACHMENT (H)							
2		PRICING MATRIX	Single						
3	Manufacturer	(AED) Make and Model	Order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
4			1 to 5						
5			6 to 10						
6			11 to 15						
7			16 to 20						
8			21 to 25						
9			26 to 30						
10			31 to 35						
11			36 to 40						
12			41 to 45						
13			46 to 50						
14			1 to 5						
15			6 to 10						
16			11 to 15						
17			16 to 20						
18			21 to 25						
19			26 to 30						
20			31 to 35						
21			36 to 40						
22			41 to 45						
23			46 to 50						
24			1 to 5						
25			6 to 10						
26			11 to 15						
27			16 to 20						
28			21 to 25						
29			26 to 30						
30			31 to 35						
31			36 to 40						
32			41 to 45						
33			46 to 50						

	A	B	C	D	E	F	G	H	I
67	PRICING MATRIX		Single						
68	Manufacturer	(Chest Compression) Make and Model	Order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
69			1 to 5						
70			6 to 10						
71			11 to 15						
72			16 to 20						
73			21 to 25						
74			26 to 30						
75			31 to 35						
76			36 to 40						
77			41 to 45						
78			46 to 50						
79			1 to 5						
80			6 to 10						
81			11 to 15						
82			16 to 20						
83			21 to 25						
84			26 to 30						
85			31 to 35						
86			36 to 40						
87			41 to 45						
88			46 to 50						
89			1 to 5						
90			6 to 10						
91			11 to 15						
92			16 to 20						
93			21 to 25						
94			26 to 30						
95			31 to 35						
96			36 to 40						
97			41 to 45						
98			46 to 50						

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: