

Res 88664  
C-14-0626  
Dec. 16, 2014

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

Automated External Defibrillators (AED),  
Related Products and Services  
Purchasing Solutions Alliance (PSA) Contract No. 14-100

**Contractor:  
Cardiac Science Corporation  
N7W22025 Johnson Drive  
Waukesha, WI 53186  
800-426-0337**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Cardiac Science Corporation, N7W22025 Johnson Drive, Waukesha, WI 53186** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the **Purchasing Solutions Alliance and Cardiac Science Corporation, Contact No. 14-100, dated September 15, 2014** which was prepared in accordance with the Purchasing Solutions Alliance's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Automated External Defibrillators (AED), and related products and services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between the Purchasing Solutions Alliance and Cardiac Science Corporation, Contract No. 14-100, dated September 15, 2014; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the Purchasing Solutions Alliance Contract No. 14-100, dated September 15, 2014 for Automated External Defibrillators (AED), and related products and services, with only those exceptions stated herein; and

WHEREAS, Purchasing Solutions Alliance, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between Purchasing Solutions Alliance and Cardiac Science Corporation, Contract No. 14-100, executed September 15, 2014, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide recycling services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning Oct. 9, 2014 through October 8, 2016.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms, not to exceed the term of the current Purchasing Solutions Alliance contract.
  - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
  - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to Purchasing Solutions Alliance Contract No. 14-100, dated September 15, 2014.

**The Owners will pay for products/service, according to the pricing as listed Tab F of the Purchasing Solutions Alliance Contract No. 14-100, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$7,000.00 each year, for a total of \$14,000.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$8,000.00 each year, for a total of \$16,000.00 during the contract term without approval by the City. The total cost of products or services for the Public Building Commission shall not exceed \$1,000.00 each year, for a total of \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.**

- 3.1 Terms of payment shall be net thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discount available to Purchasing Solutions Alliance shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of the Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Contract between Purchasing Solutions Alliance and Cardiac Science Corporation, Contract No. 14-100, dated September 15, 2014.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. Purchasing Solutions Alliance Contract No. 14-100, dated September 15, 2014

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**



ATTEST:

Jandy L. Dubas, Deputy  
City Clerk

Chris Beutler, Mayor  
CITY OF LINCOLN, NEBRASKA

Approved by Resolution No. A-88664

Dated November 24, 2014

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

Jeffrey R. Robertson  
Public Building Commission Attorney

Linda Wiles  
Chairperson, Public Building Commission

Dated 1-13-15

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

*Paula Bohrens*  
County Law

The Board of County Commissioners of  
Lancaster, Nebraska

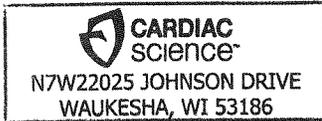
*Brian Smay*  
*John Bohrf*  
*Harry Hudkins*  
*James Bohrf*  
Dated December 16, 2014

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)



Cardiac Science Corporation  
Name of Corporation  
N7W22025 Johnson Drive, Waukesha, WI  
(Address) 53186

By: *[Signature]*  
Duly Authorized Official  
VP-Finance  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization  
\_\_\_\_\_  
Type of Organization  
\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
Member  
By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Signature

# Purchasing Solutions Alliance

*a purchasing cooperative for public agencies*



September 11, 2014

Mr. Mark Hermes  
Senior Director, North American Distribution  
Cardiac Science Corporation  
N7W22025 Johnson Drive  
Waukesha, WI 53186

Dear Mr. Hermes,

Purchasing Solutions Alliance (PSA), a cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is pleased to announce that Cardiac Science Corporation (CSC) has been awarded the contract for the following products and services, based on your proposal submitted to PSA in response to Request for Proposals (RFP) No. 14-100.

- Products and Services Description: Automated External Defibrillators (AED), Related Products and Services

Notice is hereby given that CSC may commence with the publicity and marketing of the contract and sales of products and services effective October 9, 2014 under terms of our contract.

It is with great pleasure that we welcome you as a supplier to PSA/BVCOG and member agencies of PSA. We look forward to the relationship between CSC and PSA.

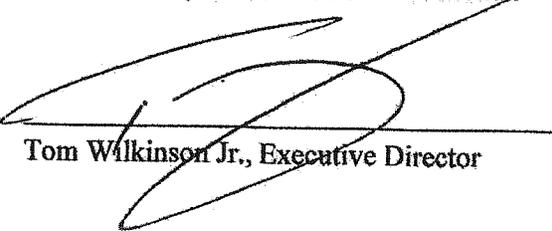
If you have any questions or concerns, please feel free to contact me at (979) 595-2801 x2035, or by email [mlucas@bvcog.org](mailto:mlucas@bvcog.org).

Sincerely,

**Purchasing Solutions Alliance:**  
a program of the Brazos Valley Council of Governments

  
Michael D. Lucas, Program Manager

**Brazos Valley Council of Governments:**

  
Tom Wilkinson Jr., Executive Director

Enclosures

cc: Tom Wilkinson, Jr., Executive Director  
Michael Lucas, Program Manager  
Procurement File



**Purchasing Solutions Alliance**

*a purchasing cooperative for public agencies*



**Contract No. 14-100**

**“Automated External Defibrillators (AED),  
Related Products and Services”**

**Cardiac Science Corporation  
(CONTRACTOR)**

Effective October 9, 2014

# Purchasing Solutions Alliance

*a purchasing cooperative for public agencies*



## **Contract No. 14-100 “Automated External Defibrillators (AED), Related Products and Services”**

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**Contract No. 14-100**  
**“Automated External Defibrillators (AED), Related Products and Services”**

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas AND CARDIAC SCIENCE CORPORATION, Waukesha, Wisconsin.

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, AND CARDIAC SCIENCE CORPORATION, hereinafter referred to as CONTRACTOR, having its principal place of business at N7W22025 Johnson Drive, Waukesha, Wisconsin 53186.

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into this Contract to become effective as of October 9, 2014 (the “Effective Date”), and to continue through October 8, 2016 (the “Contract”), subject to three (3) one-year extensions upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies that are members of PSA, each hereinafter referred to as END USER, for the purchase of Automated External Defibrillators (AED), Related Products and Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell AED’s, products and services through the PSA Contract to END USERS.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence: 1. The text of this Contract form, 2. Attachment A - RFP No. 14-100, including any relevant addenda, and 3. Attachment B - CONTRACTOR’s Response to RFP No. 14-100, including but not limited to, prices and options offered and finally negotiated and attached. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, the Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and PSA warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of PSA or CONTRACTOR. No provision of this Contract or act of PSA in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of PSA, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising there from.

**ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall

continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

#### **ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of the Brazos Valley Council of Governments (BVCOG) or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of BVCOG. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with BVCOG's final decision.

#### **ARTICLE 11: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify PSA described in Article 12, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall

repay upon demand to END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### **ARTICLE 12: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA**

PSA's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will PSA be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless BVCOG, PSA, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligence, fraud, criminal acts, omissions, willful misconduct or third party intellectual property infringement of the indemnified party under this Contract. CONTRACTOR shall notify PSA of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

#### **ARTICLE 13: TERMINATION FOR CAUSE**

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### **ARTICLE 14: TERMINATION FOR CONVENIENCE**

Either PSA or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

#### **ARTICLE 15: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. CONTRACTOR agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

#### **ARTICLE 16: GOVERNING LAW & VENUE**

PSA and the CONTRACTOR agree that the contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas. Disputes between END USER and CONTRACTOR are to be resolved in accordance with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify PSA of such disputes.

#### **ARTICLE 17: PAYMENT OF PSA FEE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the PSA Administrative Fee. The Administrative Fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total billed amount by 2%. Contractor will remit the total Administrative Fee due with the quarterly report as required and stipulated in Attachment A – RFP No. 14-100. Any PSA fee collected by CONTRACTOR

from END USERS, including END USERS without Interlocal Contracts, shall be paid to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

#### **ARTICLE 18: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify PSA, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. Notwithstanding the foregoing, this Contract may be assigned by either PSA or CONTRACTOR to another entity in connection with a reorganization, merger, consolidation, acquisition, and/or other restructuring involving all or substantially all of the voting securities and/or assets of the assigning party. PSA shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

#### **ARTICLE 19: VOLUME PRICING**

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Attachment B - CONTRACTOR's Response to RFP No. 14-100 to END USERS. In no case shall prices exceed those listed in Attachment B.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for the Purchasing Solutions Alliance, Bryan, Texas:

[Signature] Date: 9-15-, 2014  
Tom Wilkinson, Jr. Executive Director or Designee – Brazos Valley Council of Governments

Attest for the Brazos Valley Council of Governments, Bryan, Texas:

[Signature] Date: 9-15-, 2014  
Michael D. Lucas, Program Manager or Designee – Purchasing Solutions Alliance

(Notary section)

PSA Contract No. 14-100 between PSA/BVCOG & Cardiac Science Corporation.

The State of Texas

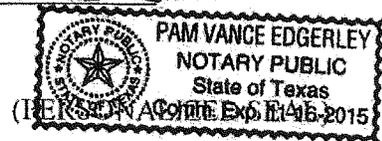
County of Brazos

Before me, a Notary Public, on this day personally appeared Tom Wilkinson, Jr. and Michael Lucas, known or proved to me to be the persons whose name is subscribed to the forgoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 15<sup>th</sup> day of SEPTEMBER 2014

[Signature] Notary Signature

Notary Public, State of Texas



Signed for Cardiac Science Corporation, Waukesha, Wisconsin:

Printed Name & Title: ARVIND MANJEGOWDA - VP - FINANCE

Signature: [Signature] Date: 09/11/, 2014

Attest - Printed Name & Title: Heather Reindt - Sales Contract Admin Date: 9/11, 2014

Attest - Signature: [Signature] Date: 9/11, 2014

(Notary section)

PSA Contract No. 14-100 between PSA/BVCOG & Cardiac Science Corporation.

The State of WISCONSIN

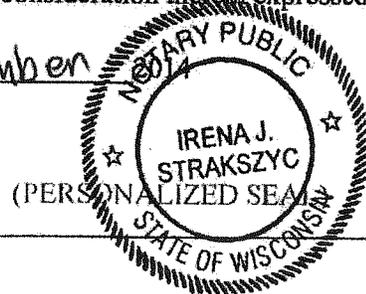
County of WAUKESHA

Before me, a Notary Public, on this day personally appeared ARVIND MANJEGOWDA known or proved to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 11 day of September

[Signature] Notary Signature

Notary Public, State of WISCONSIN



**Purchasing Solutions Alliance  
Contract No. 14-100**

**Attachment A**

**Request for Proposal No. 14-100  
“Automated External Defibrillators (AED),  
Related Products and Services”**

**34 Pages Attached**



[www.psabuy.org](http://www.psabuy.org)

## **REQUEST FOR PROPOSALS**

**NO. 14-100**

**“Automated External Defibrillators (AED),  
Related Products and Services”**

**DATE ISSUED: Tuesday, July 22, 2014**

**PROPOSALS TO BE SUBMITTED BY:  
Tuesday, August 12, 2014 @ 2:00 p.m. C.S.T**

**RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:**

[www.bidsync.com](http://www.bidsync.com)

**OR**

**PAPER RESPONSES MAY BE SUBMITTED OR DELIVERED TO:**

Purchasing Solutions Alliance  
Attn: Program Manager  
3991 E. 29<sup>th</sup> Street  
Bryan, Texas 77802

Refer to “REQUIREMENTS FOR SUBMISSION OF A RESPONSE” section (page 23)  
of this RFP for more information and instructions regarding proposal submission.

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**ATTACHMENT RESPONSE FORMS**

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~~Response Form No. 2 - Cost Proposal~~..... 8 Pages

# INTRODUCTION

## BACKGROUND

PSA is a "Government-to-Government" procurement service for Local Governments, Districts, Political Subdivisions, Authorities, and qualifying Not-for-Profit Corporations (End Users). End Users become Members of Purchasing Solutions Alliance by executing an Interlocal Purchasing Agreement, which is free of cost and imposes no minimum spending requirements.

PSA, acting on behalf of Members, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased any of our member local governments, districts, and other public agencies across the nation during the contract term. Members using the Program issue purchase orders directly to PSA contractors.

Visit [www.psabuy.org](http://www.psabuy.org) and click on the Membership tab in the main menu to view and/or download a list of PSA member agencies that have currently entered into Cooperative Interlocal Purchasing Agreements with PSA, eligible to participate in any subsequent contract.

## GENERAL PROPOSAL INFORMATION

**Purchasing Solutions Alliance (PSA)**, a cooperative purchasing program of the **Brazos Valley Council of Governments (BVCOG)** is soliciting proposals from experienced and qualified vendors to provide Automated External Defibrillators (AED), related accessories, supplies, replacement parts, and program management and training services to PSA Members and/or prospective Members. See "Intent and Scope of Services" section on page 28 for more information of products and services solicited under the scope of this RFP.

PSA is conducting this procurement with the objective of establishing a contract for use by our Members. Because our Members are located not only in Texas, but throughout the country, we strongly urge you to participate in the process at the corporate level. If you do not sell direct, your dealer network may still service customers while you handle the administrative functions of providing quotes, accepting purchase orders, and collecting payments. If this is not feasible, we will work with you to subsequently assign your contract to your dealers as necessary to service customers.

Whatever approach you choose to take, there is considerable potential sales value in being awarded a competitively bid public sector cooperative contract. PSA contractors have the advantage of promoting sales to governmental entities and the ability to sell services without the need for the buyer to duplicate the competitive bidding process and expend the associated staff time and taxpayer dollars. We believe a PSA contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

## POINT OF CONTACT (POC)

The sole POC for purposes of this RFP prior to the award of any contract is:

Michael Lucas, Program Manager  
Purchasing Solutions Alliance  
3991 East 29th St.  
Bryan, Texas 77802  
(979) 595-2801, Ext. 2035  
[mlucas@bvcog.org](mailto:mlucas@bvcog.org)  
[www.psabuy.org](http://www.psabuy.org)

**SCHEDULE OF EVENTS**

Tentative schedule for this RFP is as follows:

Release Formal RFP to Vendors.....	July 22, 2014
Deadline for Questions.....	July 31, 2014 @ 5:00 p.m.
Posting of any/all Remaining Addendum & Question Responses.....	August 1, 2014
Proposal Submission Deadline & Opening Date.....	August 12, 2014 @ 2:00 p.m.
Proposals Review/Preliminary Scoring.....	August 13-22, 2014
Negotiations, Best & Final Offers.....	August 25-September 5, 2014
Anticipated Award of Contract.....	September 2014
Implementation.....	October 2014

PSA reserves the right to change the dates in the schedule of events above.

**PROPOSALS DUE (CLOSING) DATE**

**Offerors may submit proposals in response to this RFP in one of two methods:**

1. Offerors may upload one (1) final and complete electronic proposal on the on-line bidding system that PSA utilizes for its solicitations at <http://www.bidsync.com>. There is NO COST to the Offeror in submitting their proposal in response to this RFP via the on-line electronic bidding system. If an Offeror is not currently registered with BidSync as a potential PSA bidder/vendor, visit PSA’s website at the following: <http://www.bvcog.org/programs/purchasing-solutions-alliance/vendor-info/> to register for this RFP, as well as future bid or proposal solicitations of PSA and/or BVCOG.
2. Offerors may choose to respond in writing (paper response); one (1) original, three (3) copies and one (1) electronic version (CD-ROM or Flash Drive) of the proposal must be returned in a SEALED package or box to the POC and address identified above, on the previous page.

\*\*\*All Proposals for **RFP # 14-100** will be accepted until **2:00 p.m. C.S.T., Tuesday, August 12, 2014.**

See section “REQUIREMENTS FOR SUBMISSION OF A RESPONSE” on page 23 for more details and instructions regarding proposal submission.

**CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS**

- a. If Offeror is in doubt as to the meaning of any item in this RFP, a written request for clarification may be submitted to PSA. All questions shall be addressed to PSA in writing and submitted through PSA’s electronic bidding system service provider (BidSync) prior to 5:00 p.m. CST on Thursday, July 31, 2014. PSA shall not be responsible for late delivery. Contact with any other BVCOG or PSA employee or official is prohibited without prior written consent from the PSA Program Manager. Failure to observe this requirement may be grounds for rejection of the proposal.
- b. Requests shall be transmitted through the procedure identified above, and should clearly reference this RFP number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- c. Any interpretation of RFP documents, if made, will be by written Addendum duly issued by PSA. A copy of such Addendum will be posted through PSA’s electronic bidding system service provider (BidSync) and notification will be sent electronically to those prospective Offerors of record. PSA will not be responsible for any other explanation or interpretation of the RFP documents made or given prior to the award of the contract.
- d. Prospective Offerors are advised that, after the RFP has been issued, electronic submission through PSA’s electronic bidding system service provider (BidSync) is the preferred primary forum through which comments and suggestions may be offered for consideration by PSA/BVCOG prior to continuation of the RFP process.

- e. All best efforts have been made to insure that the product/service descriptions and associated specification information are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response, and shall also notify PSA prior to the opening of responses.

### **NOTIFICATION**

PSA uses multiple channels for the notification and dissemination of all RFP's. Approved methods of dissemination include [www.bidsync.com](http://www.bidsync.com), the Electronic State Business Daily (ESBD) website, the PSA website [www.psabuy.org](http://www.psabuy.org) or the PSA office. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. PSA accepts no responsibility for the receipt or notifications of solicitations through any other source.

Specifications, Scope of Services and Information for Offerors and may be examined at the Purchasing Solutions Alliance Office at 3991 East 29th St., Bryan, Texas 77802 or Offerors can access, view and/or download the RFP documents from [www.psabuy.org](http://www.psabuy.org).

### **REVISIONS TO THE RFP**

In the event of a needed change in the published RFP documents, Offerors should understand that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. Offerors are responsible for obtaining all published addenda from PSA's on-line bidding system provider (BidSync), which can also be accessed from the "Active Solicitations" page of PSA's website, or from the PSA/BVCOG purchasing office.

Acknowledgment of the receipt of all addenda to this RFP issued before the proposal due date must accompany the Offeror's proposal. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **EXCEPTIONS TO THE RFP**

Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in the vendor's response to the RFP and will be considered in the evaluation process.

### **DEFINITIONS, ABBREVIATIONS & ACRONYMS**

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

**Bidder** - Any entity that submits a competitive proposal to this RFP. (See "Offeror")

**BidSync** - provides cloud-based, end-to-end procurement and bid notification solutions for the public sector. More than 1,000 government agencies nationwide employ BidSync's e-procurement solutions. BidSync enables its database of more than 800,000 suppliers and vendors to identify, respond to, and potentially win more bid opportunities.

*NOTE: PSA uses an electronic bidding system offered by BidSync to notify and distribute solicitations (RFP's/RFB's/RFQ's/RFI's, etc.) to potential bidders/vendors and receive solicitation proposals by electronic format for various products and services, such as those requested in this RFP.*

*All vendors that would like to receive bid or proposal opportunities from PSA are highly encouraged to register with BidSync, which is provided at NO COST to the vendor. Remember, as a registered user the vendor will also have access to respond to bids electronically. In addition, by registering with BidSync the vendor will have access to bidding opportunities from other public sector agencies, if they choose.*

**Brazos Valley Council of Governments (BVCOG)** - A political subdivision of the State of Texas that serves as a vehicle for local governments to cooperatively identify needs, develop responses, implement solutions, eliminate duplication and promote the efficient and accountable use of public resources, and to improve the quality of life. (See “**Purchasing Solutions Alliance**”)

**Change Order** - Request by **PSA** or an **End User** for a change in the composition of an already submitted purchase order, for example to change terms and conditions, quantity ordered, add or delete items, etc.

**Contract** - Specifically, a contract between **PSA** and a successful **Offeror** which is executed based on an award made pursuant this RFP.

**Contractor** - The contracted business entity responsible for fulfilling a contract executed pursuant to this RFP. (Also named as the “Company”)

**Dealer/Distributor** - A duly authorized and/or franchised business entity which sells and services a manufacturer’s product in a specified marketing area.

**End User** - (See “**Participant**” and “**Member**”)

**FOB Destination** - Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his/her receiving dock; freight claims must be filed and handled by the seller.

**Member** - Authorized Participant in the **PSA** Purchasing Program. (See “**Participant**” and “**End User**”)

**Offeror** - Any entity that submits a competitive bid or proposal in response to this RFP. (Same as “**Bidder**” or “**Proposer**” or “**Company**” or “**Vendor**” or “**Firm**”)

**Participant** - Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Agreement for cooperative purchasing services with **PSA**. Eligible participants include municipalities, counties, school districts, state agencies, non-profits performing a governmental function, special districts, political subdivisions and universities/colleges of the State of Texas or any other state.

**Proposer** - Any entity that submits a competitive proposal in response to this RFP. (See “**Offeror**”)

**Purchaser** - The **End User** or “**Customer**” having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See “**End User**”)

**Purchasing Authority** - The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body.

**Purchasing Solutions Alliance (PSA)** - A cooperative purchasing program for public agencies established by the Brazos Valley Council of Governments (BVCOG) under the Interlocal Cooperation Act of the State of Texas.

**Response** - All or part of any offering submitted in response to this RFP.

**Request for Proposals (RFP)** - This formal written document requests from vendors and/or service providers a proposal for various goods and services, certain professional services, insurance and high technology items and includes a request for proposed prices and fees. Unlike an invitation for bids, the proposals received in response to a RFP can and will be negotiated with the top ranked firm.

**Vendor** - A manufacturer's representative or dealer authorized to make sales and supply parts and service. Vendor is a generic term applied to individuals and companies alike that provide goods and services.

## **TERMS AND CONDITIONS**

### **OFFERED PRODUCT ITEM VARIANCES**

Any variance in the specifications or performance of Products offered shall be acceptable to PSA and the End User only insofar as it MEETS or EXCEEDS the specifications and requirements of this RFP.

### **SPECIFIC DESCRIPTIVE REFERENCES**

PSA is committed to obtaining its goods, products and services at the lowest price possible which benefits all member agencies. Therefore, in order to accomplish this objective/goal, it is not the intention of PSA neither to exclude particular vendors or manufacturers nor to create restrictive situations in this RFP.

Any vendor's/manufacture's names, trade names, brand names, price list numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive.

Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal or equivalent to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. PSA shall be the sole judge on whether the alternate product and/or service is similar to, equal to or equivalent to and in compliance with that specified. The decision of PSA shall be final.

### **INSPECTION / TESTING**

All Products sold pursuant to this RFP shall be subject to inspection/testing by or at the direction of PSA and/or the ordering End User, at the delivery destination. In the event a Product fails to meet or exceed all requirements of this RFP, and unless otherwise agreed in advance, the cost of any inspection and/or testing shall be borne by the Contractor.

### **REQUIREMENTS APPLICABLE TO PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude Offeror from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual End User.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

## MANUALS

If applicable and unless otherwise specified or superceded herein, each Product delivered under a PSA contract, and if applicable, any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder.

## WARRANTIES, SALES & SERVICE

Unless otherwise addressed, the following requirements shall apply:

- a. Offeror must be the manufacturer or properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the RFP or under any PSA contract.
- b. Warranties shall be manufacturer's standard, but in no event for a period of less than one year, and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- c. Any warranties offered by a dealer shall be in addition to the manufacturer's warranty, and shall not be a substitute. Offeror's base price for any Product shall be inclusive of the warranty.
- d. Complete warranty information will be included in the response to this RFP and supplied to End User upon request.
- e. Offeror is encouraged to offer improved warranties and/or extended warranties as an option.
- f. Warranties submitted with the Response, so long as they meet the minimum requirements set forth herein, shall be in lieu of all other warranties expressed or implied, all other representations to PSA and/or the End User Agency, and all other obligations or liabilities including liability for incidental or consequential damage on the part of Offeror. Neither PSA nor End User assume any warranty or liability on Offeror's behalf unless made or assumed in writing, initiated by Offeror, and agreed to in writing by PSA or the End User respectively.
- g. Contractor shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

## PRODUCT DELIVERY

Unless otherwise addressed, the following requirements shall apply:

- a. "F.O.B. to customer's destination, freight prepaid". Responsibility and liability for loss and/or damage pass to End User at the delivery destination after receipt and acceptance have taken place.
- b. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be generally stated in the Response. Actual delivery for any particular order must be confirmed with End User at time of order placement.
- c. Contractor shall advise End User prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with End User's requirements, providing only that such arrangements do not contravene any requirement of the PSA contract unless agreed to by Contractor.

## NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of PSA or any Member of the cooperative purchasing program shall be considered factual or binding with regard to this RFP, or any contract awarded as a result of this RFP. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated in written form.

## ORDER OF PRECEDENCE & AWARD OF CONTRACT

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

With authority granted by the BVCOG Board of Directors, a written contract shall be presented to the successful Offeror, and shall be subject to acceptance by the successful Offeror within ten (10) calendar days after presentation by PSA. If a contract is not executed within ten (10) calendar days, PSA may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA.

This Invitation includes a sample Contract listed as Exhibit A. The actual final contract will be the same or nearly the same as the sample contract. The successful Offeror will be expected to sign such a contract with PSA. Substantial and/or material changes to the sample Contract will not be considered. Minor exceptions must be specifically requested in the Offeror's formal proposal to PSA. PSA reserves the right to rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA in cases whereby the Offeror's request for exceptions are not in the best interest of PSA and its members.

NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to PSA.

The contract shall consist of the documents identified herein and in order of precedence: 1. The text of Exhibit A - Sample Contract form as amended through contract negotiations prior to award, 2. This RFP including all terms and conditions, any relevant addenda, and 3. CONTRACTOR's Response to the RFP, including but not limited to, prices and options offered and finally negotiated/amended and attached.

#### **CONTRACT TERM**

This contract shall become effective from date of acceptance and approval by the BVCOG Board of Directors or designee. It shall remain in full force and effect for a period of two (2) years. The contract shall be in effect throughout this period and thereafter until such time as any outstanding orders against the contract have been fulfilled.

The contract may be extended if deemed by PSA to be in the best interests of the Program, and subject to mutual agreement of the parties. PSA shall have the option of extending this contract, subject to review of the service provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. This action does not require specific BOD approval. Contracts are extended upon mutual agreement of both Vendor and PSA. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Non-appropriations of fiscal funding will also be applicable to 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, state or public entity. Each participating member agency reserves the right to rescind its obligations under the contract, purchase order or other contract document, if it is determined that there are insufficient funds or funding is not made available by the legislature or other appropriate government, state or public entity.

#### **CHANGE ORDERS**

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by Contractor and the End User agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by Contractor to PSA.

#### **DUPLICATION OF TERMS OR STATEMENTS**

Where statements or terms are duplicated or are extremely similar, PSA and the End User reserve the right to use the statement or term most favorable to PSA and/or the End User.

### **TAXES, LICENSES & PERMITS**

PSA and End User participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Offeror shall not include any such taxes in the Response. It shall be the responsibility of Contractor to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request. The Contract shall also be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable.

### **DRUG FREE WORKPLACE**

The Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to any End User.

### **ANTI-DISCRIMINATION**

The Contractor shall certify that they will conform to the provisions of the Civil Rights Act of 1964, as amended, as well as the Americans with Disabilities Act of 1990 (ADA), as amended and where applicable.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment. The Contractor, in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. The Contractor should not discriminate against a qualified job applicant or employee because of a disability and ensuring that all existing and new facilities provide easy access for people with disabilities.

### **PRODUCT NOTICES & MAILINGS**

PSA is NOT the owner of Products sold pursuant to this RFP, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the End User of record.

### **HANDLING OF ORDERS & PAYMENTS**

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Administration Fee or Rebate may be provided after contract award. Established procedures may be changed at any time by PSA as may be dictated by efficient business practice. The particulars of any sale (e.g. specific products, pricing, delivery, warranty, etc.), will be in strict accordance with the terms and conditions of this RFP and the specific contract awarded to Contractor. Beyond that:

- a. For any particular procurement to be made under the provisions of a PSA contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- b. Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's PSA contract.
- c. Contractor will deliver products/services ordered, and will invoice End User for products/services accepted by End User. (See other Sub-Section herein dealing with Product Delivery.) Contractor will not invoice before shipment has been made.
- d. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by a PSA contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.

### PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Offered prices are expected to be held firm for a minimum of one (1) year from contract effective date. Thereafter, changes will be considered if accompanied by sufficient justifying documentation satisfactory to PSA.
- c. In the case of specifically identified price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar day written notice and an explanation of the changes to products and pricing. PSA will respond with written approval.
- d. The specific number and product mix featured in the Catalog(s) may change during the course of the Agreement as manufacturers introduce new products and discontinue others, or as the Contractor makes adjustments to the project lines they wish to sell.
- e. No price change will be allowed unless it has been reviewed and approved by PSA in writing. Contractor must have received PSA's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- f. Price change requests shall include PSA forms, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MS Excel format to facilitate analysis and updating of the website.
- g. Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by PSA, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, Contractor may increase Product pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to PSA prior to taking effect.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, Contractor may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and PSA will consider the request immediately upon receipt.
- j. PSA reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

### CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, PSA may at its sole discretion elect to make a contract award to the next low Offeror for the item, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise PSA of the details. If the new item is equal to or better than the originally contracted item, the new item shall be approved as a replacement. Otherwise PSA may allow or reject the change, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion. If the change is rejected there will be no penalty to Contractor.

- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise PSA of the details. PSA may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, PSA may elect to make a contract award to the next low Offeror for the item, or take any other action deemed by PSA to be in the best interests of End Users, at its sole discretion.

#### **FORCE MAJEURE**

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

#### **GENERAL LIABILITY/INDEMNIFICATION**

Contractor shall, to the extent permitted by law, defend and hold harmless BVCOG, PSA, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligence, fraud, criminal acts, omissions, willful misconduct or third party intellectual property infringement of the indemnified party under this Contract. Contractor shall notify PSA of the threat of lawsuit or of any actual suit filed against Contractor relating to this Contract. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE BVCOG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE BVCOG OR ITS EMPLOYEES.

#### **INTELLECTUAL PROPERTY INDEMNITY**

Contractor warrants that each product and service furnished by it hereunder, and any program or other software, will not infringe upon or violate any patent, copyright, trade secret or any other proprietary right of any third party or contain the confidential information of any third party. If any claim by a third party against the party asserting or involving a patent, copyright, trade secret or proprietary right violation involving any product acquired or provided by Contractor hereunder, then Contractor will defend, at its expense, and will indemnify BVCOG, PSA and its member agencies (End Users) against any loss, cost, expense, or liability arising out of such claim, whether or not such claim is successful.

PSA shall not have liability for infringement to the extent that such claim is based on the use, license, or sale of a product in combination with other products (including software) furnished by Contractor, use of the product in a manner not allowed under any license granted to PSA, or modification of the product by PSA, when without such combination, use, or modification the claim would not have arisen.

Contractor shall indemnify, save and hold harmless BVCOG, PSA and its member agencies (End Users) from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from PSA's or Contractor's use of or acquisition of any services or other items provided to PSA by Contractor or otherwise to which PSA has access as a result of Contractor's performance under the Contract, provided that PSA shall notify Contractor of any such claim within a reasonable time of PSA receiving notice of any such claim. If Contractor is notified of any claim subject to this section, Contractor shall notify PSA of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Contractor without PSA's prior written approval. Contractor shall reimburse PSA for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. Contractor represents that it has determined what licenses, patents and permits are required under the Contract pursuant to this RFP and has acquired all such licenses, patents and permits.

### **COURT JURISDICTION**

PSA and the successful Contractor will agree that the "PSA" contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

Disputes between End User and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify PSA of such disputes.

### **PSA ADMINISTRATION FEE**

A minimum 2% Contract Administration Fee shall be collected by PSA from the Contractor for all sales which are based on a PSA contract. The fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total monthly invoice amount by at least 2%. Contractor will remit the total Administrative Fee due with the quarterly report described elsewhere.

All proposed prices, fees and discounts shall consider the required minimum Administration Fee and shall be all inclusive prices. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy. In no case shall End Users be invoiced any amount or fee that exceeds the Contractor's proposed and finally negotiated contract pricing/fee schedules. More specific instructions and information regarding handling of purchase orders and the administrative fee may be provided after contract award. The established procedures for payment and reporting sales stated within this RFP may be changed at any time by PSA as may be dictated by efficient business practice.

### **PERFORMANCE UNDER CONTRACT**

PSA is committed to insuring that Contractor provides effective and efficient service to all Participants in the cooperative purchasing program, and expects that certain performance conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- a. Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: 1) supporting the marketing and management of the Contract, 2) facilitating dispute resolution between the Vendor and a Customer, and 3) advising PSA of Vendors performance under the terms and conditions of the Contract. PSA reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of PSA, adequately serving the needs of the cooperative purchasing program.
- b. Appoint a dedicated and qualified representative(s) to be the contact person(s) and focal point for all matters relating to End User quotations and orders. The representative shall have: a toll free phone number with voice mail; a fax number; a working e-mail address; and a postal address.
- c. Ensure that the representative timely monitors all communication modes listed above, and promptly responds to communications from End Users and PSA in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- d. Maintain sufficient qualified staff to promptly process all communications from PSA or End Users, and to efficiently, effectively and accurately service all requirements of the contract.
- e. As may be requested by PSA, replace any staff members who are not providing the service and expertise deemed necessary by PSA for acceptable support of PSA, Prospects and End Users.
- f. Properly prepare and provide to End User when requested a Contract Pricing Worksheet or a quotation in other format as approved by PSA, and in any event for each and every order that is to be executed. This requirement is waived whenever the Contract Specifications and Scope of Services require other pricing means and mechanisms.

- g. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on PSA's website.
- h. Allow access to PSA authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.
- i. Reporting and Fee Payment Requirements:  
Contractor agrees to submit written quarterly reports and payment to PSA for all transactions/sales during the previous quarter. Such reports shall include, but are not limited to the following:
  - 1. End User name;
  - 2. Product/Service purchased, including Product Code if applicable and itemized according to the final negotiated cost proposal with PSA;
  - 3. End User Purchase Order Number;
  - 4. Purchase Order Date;
  - 5. Product/Service dollar amount; and
  - 6. PSA Administrative Fee amount.

Reports must be provided to PSA in an Excel or other acceptable electronic format. Reports shall be submitted with the PSA Administrative Fee by the 20<sup>th</sup> day of the month following the applicable quarter being reported. If Contractor fails to submit to PSA in a timely and satisfactory manner any such payment, report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

- j. Should Contractor default in providing Products or Services as required by this RFP and the contract, recourse may be exercised through cancellation of the contract and other legal remedies as may be appropriate.

### INSURANCE

Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against BVCOG, PSA, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service.

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Limit of liability not less than \$1,000,000 per occurrence. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.
- b. **WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE:** Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$500,000 each accident and \$500,000 by disease. Contractor waives all rights against BVCOG, PSA and End Users for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall provide evidence of this by Waiver of Subrogation in favor of the BVCOG and End Users.
- c. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor waives all rights against the BVCOG, PSA and End Users for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. If the Contractor does not own the automobiles and furnishes

satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

- d. **UMBRELLA or EXCESS LIABILITY:** Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse PSA and the End User as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- e. **CONTRACTOR'S INSURANCE TO BE PRIMARY:** Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by PSA or any End User for liability arising out of operations under the contract.
- f. **DEDUCTIBLES, COINSURANCE PENALTIES & SELF-INSURED RETENTION:** Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- g. **RIGHT TO REVIEW AND ADJUST:** PSA reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, PSA reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.
- h. **SUBCONTRACTOR'S INSURANCE:** Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.
- i. **CERTIFICATE OF INSURANCE:** Contractor shall furnish PSA and the End Users with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to PSA. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given PSA.
- j. In the event PSA is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. PSA or any End User reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the PSA or any End User shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense. Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

### **CONTRACTOR ORIENTATION/TRAINING**

Contractor's familiarity with the operational policies and requirements of the PSA cooperative purchasing program is a key factor in achieving End User satisfaction. In that regard, the Contact Person listed on Form No. 1, or an alternate, shall be required to complete orientation/training as soon as possible after contract award. In addition, PSA may require similar orientation/training from the Contractor in order to effectively assist in the marketing effort of the Contractor's services. PSA and Contractor shall provide this training at a time and place to be jointly determined.

## **LEGAL & CONTRACTUAL REMEDIES**

### **Resolution of Protested Solicitations and Awards**

**Procedure:** Any actual or prospective Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Program Manager of PSA by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of State or Federal law (if applicable). Failure to receive a procurement award from PSA in and of itself does not constitute a valid grievance. Upon receipt of grievance, the PSA Program Manager will initiate the informal resolution process.

**Resolution:** The PSA Program Manager shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of receipt of the complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to all parties of the resolution with specifics on each point addressed in the original complaint.

**Appeals:** The complainant may appeal the PSA Program Manager decision by submitting a written appeal, within five (5) working days, to the Executive Director of BVCOG. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of BVCOG has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction located in Brazos County, Texas.

### **Resolution of Contract Disputes**

Upon breach or default, PSA shall give the Contractor written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of PSA, default will be declared. Upon breach of contract or default, PSA may exercise any and all of its rights afforded by law, including but not limited to those referenced herein.

### **Solicitations or Awards in Violation of the Law**

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by PSA.

## **OUT OF STATE SALES OPPORTUNITIES**

The PSA Cooperative Purchasing Program was established to provide purchasing services to local governments in the State of Texas. In addition, Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for PSA to provide purchasing services to local governments in other states as well. With that authority, PSA wishes to make contracted products and/or services available to out of state local governments, state agencies, political subdivisions, districts and non-profit agencies. Therefore, once a contract is awarded, Contractor is strongly encouraged to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following:

Contractor may sell through PSA out of state. If the market structure in which Contractor operates requires a contract assignment for such out of state sales, PSA will allow Contractor to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by PSA.

### **FRANCHISE TAX**

The vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

### **PUBLICITY & MARKETING**

PSA requires Contractors to "market" the contract, and will provide information and artwork to be used in published promotional materials. However, any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, flyer, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by PSA. In addition, the Contractor will be required to provide the items and/or services listed herein.

The intent of these requirements is to form a basis through which the successful Contractor and PSA can jointly and effectively market the Contract. The successful Contractor will be consulted on a regular basis and asked to evaluate the on-going marketing plan and to submit recommendations for improvements. The objective is to maintain a cost efficient and highly productive means of marketing the Contractor, PSA and a high value contract.

**Offerors shall include a marketing plan which addresses Publicity & Marketing Item's 1 – 5 in the response to this RFP.**

- 1. Press Release:** A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: [www.psabuy.org](http://www.psabuy.org).
- 2. Sales Brochures:** A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.
- 3. Web Site:** In addition to the requirement that PSA Contractors maintain a general use website, the Contractor shall provide an active and live landing page(s). The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings.
- 4. Net Price Catalog:** Certain PSA awarded contracts require Contractors to provide a full-line net priced catalog in hard copy and/or made available to members through the Contractor's web site and the customized landing page referenced above. **Offerors shall address their capabilities in this regard within the formal proposal submitted in response to this RFP.**
- 5. Marketing:** The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current

**members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager.**

**PSA Logo**

The successful Vendor may use the PSA logo in the promotion of the contract to customers with the following stipulations: (1) the logo may not be modified in any way, (2) when displayed, the size of the PSA logo must be equal to or smaller than the Vendor logo, (3) the PSA logo is only used to communicate the availability of products and services under the contract to customers, and (4) any other use of the PSA logo requires prior written permission from PSA.

**Vendor Logo**

PSA may use the Vendor's company name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Vendor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Vendor.

# RESPONSE REQUIREMENTS

## STRUCTURE OF RESPONSE

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state and federal laws. Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling through independent dealerships, etc. PSA's objective is to ensure that End Users, no matter where located, can buy contracted products/services and receive high quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this RFP. Therefore, responses to this RFP shall consider these performance requirements.

## BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications may be materially different from those in the original Request for Proposal. It is Offerors sole responsibility to thoroughly examine and review all documentation associated with this RFP, including any Addendums, and to insure that any response submitted complies in every respect with all requirements.
- b. Any Addendum to this RFP which may be required prior to the Response due date will be issued and posted through PSA's electronic bidding system service provider (BidSync) and notification will be sent electronically to those prospective Offerors of record. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. Offeror shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this RFP and is solely responsible for understanding and compliance.
- d. PSA shall not be liable for Offeror's incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of PSA.
- e. Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this RFP. No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying PSA's requirements, or Offeror's/Contractor's obligations or entitlements.
- f. There is no expressed or implied obligation for BVCOG or PSA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal, and BVCOG - PSA will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.
- g. Requests for changes to the requirements or specifications herein must be in writing and must be received by PSA no later than the deadline established in the RFP Schedule. PSA will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to email addressees of record. In any event, it is the Offeror's sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- h. By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this RFP.
- i. Offeror is advised that all PSA contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- j. Offeror/Contractor must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having

jurisdiction. It is Offeror/Contractor's responsibility to ensure that this requirement is met, and to supply to PSA upon request, copies of any license, permit or other documentation bearing on such compliance.

- k. Unless otherwise established elsewhere in this RFP, NO minimum purchase quantities or spending levels are provided or guaranteed by PSA or any Participant.
- l. This RFP is not meant to restrict competition, but rather is intended to facilitate open, fair and unrestricted competition.
- m. Responses which are 'qualified' with conditional clauses, or alterations of or exceptions to any of the terms and conditions in this RFP may be deemed non-compliant at PSA's sole discretion.
- n. The term 'Offeror', or derivative thereof, shall become synonymous with "Contractor" or "Company" or "Vendor" for any successful Offeror recommended for a contract pursuant to this RFP.
- o. PSA reserves the right to:
  - Reject any and all offers received in response to this RFP.
  - Reject any part of an offer received in response to this RFP.
  - Determine the correct price and/or terminology in the event of any discrepancies in any response.
  - Accept a response from, and enter into agreement with, other than the lowest price Offeror.
  - Accept responses and award contracts to as many or as few Offerors as PSA may select.
  - Amend, waive, modify, or withdraw (in part or in whole) this RFP, or any requirements herein.
  - Hold discussions with Offerors, although award may be made without discussion.
  - Request an Offeror to give a presentation of the Response at a time and place scheduled by PSA.
  - Exercise any of these rights at any time without liability to any Offeror.
- p. PSA reserves the right to determine that conditions exist which prevents the public opening of responses on the date/time advertised, and to reschedule the public opening for a future date and time. Responses received by PSA by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

### PERFORMANCE BOND

If deemed necessary, the End User may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any performance bond requirement, is the sole responsibility and at the sole discretion of the End User.

### CONFIDENTIAL / PROPRIETARY MATERIALS

PSA uses its best efforts to follow the intent of the Texas Public Information Act (the "Act"). If Offerors proposal contains material noted or marked as "confidential" and/or "proprietary", and that material in PSA's sole opinion meets the disclosure exemption requirements of the Act, then that information will not be disclosed pursuant to a request for public documents. If PSA does not consider such material to be exempt from disclosure under the Act, the material will be made available to the public regardless of the notation or markings. **If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Act, then it shall not include such information in the proposal.**

### REFERENCES

- a. Offeror shall list the names of at least five (5) public, government and education agencies within the United States which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. PSA reserves the right to determine if such products or services are appropriately similar.

- b. Each reference shall be a public, government or education agency and include the following:
  - Agency Name
  - Contact Persons Name
  - Address
  - Phone
  - E-Mail
- c. Other information, including criticism however learned, may be used by PSA in evaluation of responses.

#### **PROMPT PAYMENT DISCOUNTS**

- a. Progress, prompt and special discounts of any kind may be offered and detailed in the attached Cost Proposal forms. Such discounts shall be clearly stated and may be a determining factor in awarding contracts.
- b. Quantity discounts applicable to similar Products sold to one or more End User Departments may be offered. Determination as to product similarity shall rest solely with Contractor.
- c. For specific purchases, any proposed quantity, prompt or special discounts shall be clearly shown in the response form provided herein.

#### **OFFEROR CERTIFICATIONS AND ACKNOWLEDGMENT**

Offeror is required to fully complete and sign the attached **Acknowledgment and Certification** form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized sales or quotation representative of the Company. Submission of a signed **Acknowledgment and Certification** form will be interpreted to mean that the Company has hereby agreed to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein.

In addition, Offeror, by signing the attached **Acknowledgment and Certification** form, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found **Acknowledgment** to be false.

#### **Non-Collusive Response**

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror prior to the public response opening, either directly or indirectly, to any other Offeror or competitor.
- c. No attempt has been made or will be made by Offeror to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

#### **Non-Biased Specifications**

- d. This RFP contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.

#### **No Financial Interest or Other Conflict**

- e. No BVCOG or PSA officer, employee, Board of Directors member or member of any BVCOG board or commission, nor family member of any such person, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with PSA.
- f. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any BVCOG or PSA board or commission, nor to any family member of any such person.

### **Debarment and Suspension Status**

- g. Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- h. Offeror has not within a three (3) year period preceding this RFP been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- i. Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- j. Offeror has not, within a three (3) year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

### **Insurance Coverage**

- k. Offeror has and will maintain insurance coverage in accordance with the requirements of this RFP, unless otherwise negotiated in the final contract.

### **Licensing & Permits**

- l. Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

### **Felony Conviction Notification**

- m. Offeror represents and warrants that the Offeror's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Offeror has fully advised PSA as to the facts and circumstances surrounding the conviction.

### **HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION**

- a. The term "HUB" refers to a historically underutilized business that is a corporation, sole proprietorship, partnership, joint venture, or supplier contract formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who (1) are socially disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and (2) have a proportionate interest and demonstrate active participation in the control, operation, and management of the business entity's affairs.
- b. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], PSA requires all Offerors to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the services offered in the response. Local governments often require this information for their own reporting requirements prior to placing orders through the PSA Cooperative Purchasing Program.
- c. For purposes of information availability, Offeror is encouraged to include subcontracts with HUB's that provide services related to the delivery of a service.

### **NON-RESIDENT RECIPROCAL SALES ACT**

As required by Texas Civil Statutes in the award of contracts, an Offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas

resident offerors without penalty. If Offeror's resident state DOES penalize Texas offerors, Offeror must provide this information along with a copy of its applicable resident state's statute in the Response.

### **REQUIREMENTS FOR SUBMISSION OF A RESPONSE**

Unless otherwise addressed within the RFP, the following requirements shall apply:

- a. **Electronic Submission of Response - (Preferred method):** Offerors may upload one (1) final and complete electronic proposal on the on-line bidding system that PSA utilizes for its bid and proposal solicitations at <http://www.bidsync.com>. There is NO COST to the Offeror in submitting their proposal in response to this RFP via the on-line electronic bidding system.
- b. **Paper Submission of Response:** In lieu of electronic submission, responses may be submitted in four (4) complete printed sets including one (1) Original and three (3) Copies in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either "Original" or "Copy", as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies and Electronic Media (CD-ROM or Flash Drive) submitted with the Offeror's (paper response) proposal package.
  - Instructions for paper submission of Offeror's response to this RFP:
    1. Paper Submission of Responses shall be enclosed in a SEALED package(s) addressed to Purchasing Solutions Alliance. The following information shall be clearly stated on the exterior of the package(s):
      - Name and address of Offeror.
      - Date and hour of public response opening.
      - Bid/Proposal RFP number.
      - The statement: "**SEALED PROPOSAL, DO NOT OPEN IN MAIL ROOM**". This label shall be of sufficient size to be quickly and easily noticed and affixed to opposing sides of the package(s).
    2. The complete response to this RFP shall also be submitted on Electronic Media (CD-ROM or Flash Drive). The Original and the Copies shall be submitted complete, except that the Electronic Media should be submitted only with the Original.
- c. All required PSA FORMS and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. Offeror may not modify the format of any PSA FORM in any way, but may only fill in information and add lines if needed. In certain cases, the cost proposal form may be modified in accordance with instructions provided for the form. Offeror may photocopy or print blank FORMS as needed.
- d. There is no limit on the physical size of the proposal but a complete yet succinct, and unambiguous presentation of the services offered and the fees required will be expected. Proposals should provide a clear and straightforward description of services and the firm's ability to meet requirements.
- e. Responses should include any official PSA Addenda issued after initial release of this RFP.
- f. No oral, telegraphic, telephonic, or facsimile bids will be considered or accepted.

### **INCONSISTENT INFORMATION**

PSA review of responses supplied on PSA FORMS is a significant part of the evaluation process. Offeror shall state clearly all information required on the FORMS. Offeror's information supplied on the FORMS shall take precedence in the event any standard "boilerplate" type language included in Offeror's response is inconsistent with the information supplied by Offeror on the PSA FORMS. In all cases, information on PSA's printed FORMS supplied as part of Offeror's response shall take precedence over information supplied on electronic media.

**REJECTION OF RESPONSES**

- a. PSA may reject a response if:
  - Offeror misstates or conceals any material fact in the Response, or if,
  - Offeror does not strictly conform to law or the requirements of this RFP.
- b. PSA may reject any and all responses, and may reject any part of a response.
- c. PSA, at its sole discretion, may also waive any formalities or irregularities in any response whenever it is deemed in the best interest of PSA or its End Users.

**WITHDRAWAL OR MODIFICATION OF RESPONSES**

Once received by PSA, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on Offeror’s formal letterhead. Persons bearing such requests must show positive identification and authorization to submit the request. Responses and requests for modification received after the submission deadline will not be accepted.

**RESPONSE EVALUATION**

**Request for Proposal (RFP) Responses:**

- a. All contracts and purchases shall be handled in a manner to obtain the best value for PSA and the End Users. In determining the best value, the following may be considered:
  - 1. purchase price, including payment discount terms;
  - 2. reputation of the bidder and of the bidder's goods or services;
  - 3. quality of the bidder's goods or services;
  - 4. extent to which the goods or services meet the needs of PSA and the End Users;
  - 5. bidder's past relationship with PSA and the End Users;
  - 6. impact on the ability of PSA and the End Users to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - 7. the total long-term cost to PSA or the End Users to acquire the bidder's goods or services;
  - 8. availability of repair and maintenance parts;
  - 9. conformity to specifications;
  - 10. financial condition;
  - 11. delivery terms; and
  - 12. any relevant criteria specifically listed in the request for bids or proposals.
- b. Proposals will be evaluated by PSA using the following relevant criteria:

<b>Criteria Description</b>	<b>Possible Points</b>
1. Overall compliance of response with RFP requirements.	5
2. Cost proposal.	30
3. References, experience and proven capability in public sector contracting and service delivery and credentials of staff to be assigned to the account.	10
4. Ability to provide high quality services in accordance with the performance requirements provided herein.	30
5. Ability to meet the needs of the PSA cooperative purchasing program, including but not limited to the ability to provide superior customer service to a broad range of governmental agencies.	25
<b>Maximum Score</b>	<b>100 points</b>

- c. All proposals shall be evaluated to determine the extent to which they comply with the RFP requirements provided herein.
- d. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the solicitation. Immaterial deviations may cause a bid to be rejected.
- e. Proposals containing false or misleading statements may be rejected if in PSA's opinion the information was intended to mislead regarding a requirement of the solicitation document.
- f. All figures entered on the cost sheet must be clearly legible and the cost sheet should be well organized with costs for all elements clearly stated.
- g. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential through the evaluation and contract negotiation process.
- h. During the evaluation process, PSA reserves the right, where it may serve the PSA's best interest, to request additional information or clarifications from proposers. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Offeror(s) who submit proposals that are reasonably susceptible of being selected. At the discretion of PSA, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee. Vendors will be ranked in order of preference and final contract negotiations will begin with the top ranked vendor. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.
- i. Prior to award, Offeror(s) may be asked to submit best and final offers (BAFO). In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing Offeror.
- j. PSA reserves the right to waive any or all irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its members as it perceives those interests to be in its sole discretion.
- k. PSA authorizes competitive and indefinite quantity awards to those proposers who give the same or better discounts/pricing than they give their best governmental clients. All proposals are evaluated on their own merit and are determined to be fair and reasonable by comparing the price/discounts that the proposer offers other governmental clients. Discount practices may be examined and evaluated based on historical data, sales information and other market research techniques.
- l. PSA has the right to award to multiple companies supplying comparable products or items, also known as a multiple award schedule, but reserves the right to make a single award to the highest ranked Offeror.
- m. It is understood that PSA, through its management and/or its members, may use all means at their collective disposal to evaluate the proposals received based on the stated criteria, and the final decision as to the best overall value, both as to price and to suitability of the products and/or services offered to fit the needs of the members of PSA, will rest solely with the Board of Directors of the BVCOG or their designee(s).
- n. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by PSA to be equal in all other criteria.
- o. The successful proposer(s) will be notified by "Notice of Intent to Award" issued by the management of PSA.
- p. By submission of a Response Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that PSA may at its sole discretion make subjective judgments during the evaluation process.

# PROPOSAL FORMAT

Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for PSA to consider your response to be non-compliant.

## **Tab A - Title and Table of Contents**

The proposal should begin with a title page bearing the name and address of the vendor and the name and number of this RFP. A table of contents for the proposal should follow the title page.

## **Tab B - Executive Summary**

Vendors must condense and highlight the contents of the proposal in a separate section titled "Executive Summary." The summary must identify any exceptions the vendor has taken to the requirements of this RFP, the contract or any other attachments.

## **Tab C - Vendor Technical Response to RFP Requirements and Questionnaire**

Vendors must address each criterion in the technical response and answer all questions in the Questionnaire section of this RFP, located directly after the Specifications and Scope of Services. Vendors must describe how the proposed services will meet the requirements as described in this RFP.

## **Tab D - Table of Organization**

Vendors must provide a copy of their current table of organization. The purpose of this requirement is to demonstrate range and depth of the vendor's staff qualifications and resources.

## **Tab E - Resumes**

Vendors must provide resumes of the proposed Contract and Marketing Manager and contact information for regional, state and national representatives responsible for governmental sales and marketing. Resumes shall include references to projects similar to the project defined by this RFP.

## **Tab F - Cost Proposal**

Offerors are to provide necessary information and pricing for the products and services specified and requested for all sections of the Cost Proposal form (e.g., Manufacturer Brand, Model, Part Number, Description, MSRP, Discount From MSRP, Contract Unit Price, etc.). If Offeror is not capable of providing certain products and services requested of the Cost Proposal to this RFP (Form No. 2), Offeror may remove particular items and description, and replace with proposed alternative equivalent products and services utilizing the same Cost Proposal format. Offerors may insert additional blank spaces, rows, and columns or increase spacing of any existing rows and/or columns provided as necessary for proposed product/service offerings throughout the entire cost proposal sheets. Pricing shall be based on discount from a manufacturer's published list price. Offerors shall provide "Specification Sheets" included with their cost proposal for all products proposed, or may submit in writing the website information and website-page links where the Offeror(s) have "Specification Sheets" available for view, print and/or download through their website.

## **Tab G - End User Service Agreement**

PSA member entities may enter into a separate supplemental service agreement "End User Agreement" (by whatever name your company refers to such document) to further define the level of service requirements over and above the minimum defined in this contract (e.g., invoice requirements, ordering requirements, special order items and delivery, inclusion of specialty value added services designed to be tailored to a specific End User's needs and/or requests, etc.). Any supplemental service agreement developed as a result of this contract is exclusively between the participating member entity and awarded vendor. BVCOG, PSA, its board members, officers, agents, officials, and employees shall not be made party to any claim for breach of such agreement.

### **Tab H - References**

Offerors shall list the names of at least five (5) public/government agencies within the United States which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. Each reference shall be a public, government or education agency and include the following specific information:

- Agency Name
- Contact Persons Name
- Address
- Phone
- E-Mail

### **Tab I - Marketing Plan & Resources**

Provide the following information:

1. Describe how your firm would implement our cooperative purchasing program/contract. Your response should include specific details of your proposed plan to help PSA drive participation in our cooperative purchasing program and specifically market your firm and contract to our members and other public agencies. The proposed implementation plan shall generally comply with all marketing requirements provided in the RFP.
2. Describe your program to serve the specialized needs of the Education, Government and Non-profit sectors. Include details on your program experience, dedicated support and resources, any specialized software programs or tools that are geared towards specific customer needs.
3. Marketing brochures and information generally distributed and/or displayed to customers should also be included in this tab section.

### **Tab J - PSA Administrative Fee**

Offerors may propose alternative methods of assessing, calculating, tracking, reporting and payment of contract administrative fees to PSA based on industry standards and company policy.

### **Tab K - Offeror Acknowledgment & Certification**

The Offeror Acknowledgment & Certification form (Form No. 1) is an Excel spreadsheet that must be completed and signed as a requirement of this RFP.

### **Tab L - Conflict Of Interest Questionnaire**

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting with PSA to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with a PSA officer or an officer's close family member. The form is located at the Texas Ethics Commission website: [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm). It is Offeror's responsibility to download the form and furnish a completed copy with the Response.

### **Tab M - All Addenda**

Offerors must include all addenda, signed, acknowledged, and stipulated.

### **Tab N - Electronic Media**

If Offerors choose to respond via paper response rather than via electronic submission of their proposal, all electronic media such as CD-ROM or Flash Drive must be secured in a pouch or envelope such that it will not fall out of the (Original) proposal binder. The CD-ROM or Flash Drive must contain the complete response to the RFP and all required forms, exhibits and any addendums to the RFP.

### **Tab O - Additional Response Information**

Offerors may include additional information by attaching items under this heading. Information requested elsewhere may not be included in this section.

## **SPECIFICATIONS AND SCOPE OF SERVICES**

Purchasing Solutions Alliance (PSA), a cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is soliciting proposals from experienced and qualified vendors to provide Automated External Defibrillators (AED), related accessories, supplies, replacement parts, and program management and training services to PSA Members and/or prospective Members.

Offerors shall provide firm contract pricing for all Products, Options and Services offered. It is the intent of PSA to establish a cooperative contract to satisfy the needs of participating member entities for the specified goods and services. This contract will also be utilized by PSA and BVCOG for our needs.

This contract will enable PSA and its member agencies to purchase on an “as needed” basis from a competitively awarded contract with high performance vendor(s). Offerors are encouraged to submit a proposal for offering their total line of available products and services that are commonly purchased by public and government agencies, education institutions and qualifying non-profits.

PSA highly prefers to award an exclusive contract to the company who is most able to:

- Provide a variety of quality products/services;
- Provide highly competitive pricing; and
- Provide value-added and superior customer services.

PSA reserves the right to award multiple contracts by designated segments of products/services solicited in this RFP. Responses shall be considered only from Offerors that have established excellent reputations in their markets, and who furnish satisfactory evidence of ability to supply the products/services specified.

### **INTENT AND SCOPE OF SERVICES**

The intent of the scope of services and/or the specifications provided herein is to provide Offeror with sufficient information concerning the Products/Services to be contracted such that Offeror can prepare and submit an acceptable Response.

PSA is seeking vendor(s) that has/have the depth, breadth and quality of resources necessary to offer such products and services identified and/or described in this RFP to PSA and its members nationwide. PSA prefers the vendor to offer the availability for each individual participating member agency (End User) to opt for which of the products or services best fit their needs.

### **Products and Services**

Products and services offered under the contract should include categories such as:

- Public Access AED’s designed for public access used by various federal, state and local government agencies, including educational institutions, municipal and county entities, political subdivisions, fire and police departments, ambulances, airports, military bases, nursing homes, non-profits, etc. These products may be available in both automatic and semi-automatic models with varying levels of cardiopulmonary resuscitation (CPR) voice prompts designed to direct a minimally trained user through CPR and AED use to potentially save a victim’s life.
- Professional AED’s designed for and/or used by sophisticated users of lifesaving equipment, such as hospital personnel, medical professionals, and emergency medical technicians. These products may display the victim’s heart rhythm on a built-in high resolution color ECG display and give professional users the option of delivering defibrillation shocks either semi-automatically or manually during the emergency treatment or a victim of sudden cardiac arrest.

- AED Supplies and Accessories should be offered to support the End User's or Customer's defibrillation programs, including but not limited to replacement parts, batteries, electrodes, training devices, wall cabinets, carrying cases, etc.
- Services should be offered to End Users and shall include, but not limited to certified AED and CPR training, maintenance programs and services, medical direction, information management programs and support services necessary for AED users to be in compliance with various state and federal laws and regulations.
- **If Offeror is not capable of providing products and services associated with any of the categories described above, and/or products and services requested of the Cost Proposal form to this RFP (Form No. 2), Offeror may propose alternative equivalent products and services utilizing the same Cost Proposal form and format. Further, see requirements and instructions stipulated in TAB F - Cost Proposal on page 26 of this RFP.**

#### **Additional Value Added Products and Services**

Offerors are encouraged to list and provide detailed descriptions of any additional products and/or services you intend to provide that will enhance and add value to this Contract for PSA participating member entities. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of BVCOG, PSA and its participating member entities. Proposal of additional products and relevant information shall be submitted in Tab O - Additional Response Information of the Offeror's response to this RFP.

#### **Pricing**

Offerors shall provide pricing based on a percentage discount from a manufacturer's published list price and the discount percentages will not be lowered during the Contract's duration. It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available.

All pricing submitted to PSA shall include the mutually agreed upon contract administrative fee to be remitted to PSA by the successful vendor. It is the vendor's responsibility to keep all pricing up to date and on file with PSA. All price changes shall be presented to PSA for acceptance, using the same format as was accepted in the original contract.

Paper and Electronic Cost Proposals must contain the following, at minimum:

- Manufacturer Brand, Model and Part Number;
- Vendor product code or part number (if different from manufacturer);
- Item and Description;
- Manufacturers Suggested Retail Price (MSRP);
- Percentage Discount From MSRP; and
- PSA Contract Unit Price (including freight).

#### **Estimated Usage**

The estimated value of this contract is at least \$60,000.00 annually. This estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent on PSA cooperative members' actual needs and available funding. However, PSA anticipates growth in amount of usage and activity resulting from this RFP, and increase in PSA memberships with eligible entities nationwide.

#### **Minimum Order**

There shall be no minimum order requirements associated with this contract. End Users are not required to utilize, nor purchase products from the contract. End Users have the option (no obligation) to purchase products by "piggybacking" the contract established with the successful vendor.

### **Ordering Methods**

The Contractor shall have the capability to accept orders through the following methods:

- Electronic (email);
- Telephone;
- Fax; and
- Internet/Web or e-Commerce (optional).

### **Internet/Web System Orders**

It is a preference that the successful vendor has the ability to receive/accept orders electronically via a website or e-Commerce portal customized to the specifications herein, which provides access to each End User account 24 hours a day/7 days a week.

The vendor may provide a customized electronic ordering system that contains the following elements:

1. A categorized listing of products/items as established in the contract.
2. A detailed description of each item including all relevant attributes.
3. A quantity designation indicating how the item is sold (each, volume, etc.) as well as the quantity of item in the selling measure of unit when applicable.
4. A display of each item unit's individual price, the quantity on order, the extended price, and the total order price.
5. Real-time pricing accurate to the contract pricing.
6. The ability for the End User to specify any customization requirements for items on order, or the order as a whole.

### **Delivery/Freight**

Delivery time shall be the period elapsing from the time the individual order is placed until that order is received by each End User at the specified delivery location. The delivery date indicates a guaranteed delivery at the End User's unique location. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Cost Proposal form (Form No. 2) of the Offeror's response to the RFP. Cost proposals, including all prices and percentage discounts from product list price shall include all shipping costs. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing. End User's assume no liability of goods delivered in a damaged or unacceptable condition.

### **Invoices**

The vendor shall submit invoices to PSA participating entities (End Users) clearly stating "In accordance with PSA Contract No. 14-100". The shipment tracking number or pertinent information for verification shall be made available upon request. All invoices shall include same or similar standard format, unless otherwise requested by End User to customize the contents of invoices to fit the End User's needs or requirements:

- End User/Agency name;
- Purchase order number, if applicable;
- First and last name of employee who placed the order;
- Quantity ordered;
- Quantity shipped/backordered;
- Date ordered and date delivered;
- Description and product number for each line item;
- Unit price;
- Extended dollar amount, if applicable; and
- Invoice total.

### **Payment of Invoices**

End Users using this contract will make payments directly to the successful vendor. Purchase orders are issued by participating entities to the vendor indicating the PSA Contract number. Invoices must be submitted by the Vendor to the End User. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the terms and conditions, and “discount from list price” percentages as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.

### **Prompt Payment Discount**

Offerors may quote additional payment discount period terms in the Prompt Payment Discount section of the Cost Proposal form. Any discount provided shall be taken on full amount of invoice. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Customer Support**

The successful vendor shall provide timely and accurate technical advice and sales support to PSA staff and PSA participating member entities. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Specification Sheets**

The vendor shall furnish “Specification Sheets” to End Users upon request, for all products under contract or have “Specification Sheets” available for view, print and/or download through their website.

### **Material Safety Data Sheets**

The vendor shall furnish “Material Safety Data Sheets” (MSDS) to End Users upon request, for all products under contract or have MSDS available for view, print and/or download through their website.

### **Product Quality>Returns**

All products provided under this contract shall be first quality products. The successful vendor must guarantee their products against any defect in workmanship or materials. The End User may return non-conforming or defective products to the successful vendor, at no charge to the End User, for prompt replacement with products that meet the specifications.

### **Dealer Distribution and Services**

OEM Offerors/Respondents that plan to partner with dealers for the delivery and/or installation of product shall provide the dealer structure and relationship. Include the following:

- Number of dealers and geographic coverage by Region/National;
- How dealers are selected;
- Dealer development, AED specialization, and methods of communicating product updates, recalls or advisories;
- Willingness of dealers to endorse and aggressively support the resulting Contract; and
- Commitment to Supplier Diversity (e.g., HUBS and MWBE and use of Certified HUBS for the State of Texas).

## QUESTIONNAIRE

A brief, but complete response to each question listed below is required. Responses should be in the order given and references to additional information provided should be clear for evaluation purposes. This information shall be included in **Tab C - Vendor Technical Response to RFP Requirements and Answer to Questions** of the Vendor's proposal.

### *Company Information*

1. Briefly describe your company's history. Indicate the number of years the company has been in business. Provide a statement of your total annual sales for the past three (3) years.
2. Provide the company's official registered name.
3. Provide a list of distribution locations in the United States that would be used for distribution of the products in the resulting contract (if applicable).
4. If you are a manufacturer, please list your preferred U.S. distributors who will be responsible, if needed, for executing the pursuant contract to this RFP.
5. Provide a list of customer service and technical support center locations. Please specify your company's technical support/customer service normal business hours and operational capabilities.
6. Specify your company's normal business hours for acceptance of orders and providing service. Please include a listing of all holidays and other days your company's closed for business, etc.
7. How do you handle emergency needs after hours and on weekends (if applicable)?
8. What is/are the toll free number(s) and/or email address available to End Users (Members) who require technical and/or customer service support?
9. Does your company have a quality assurance plan that identifies methods by which you assure ordering, delivery, installation, compliance and follow up services for End Users precise and timely? If so, please provide details of your company's quality assurance plan.
10. Describe any current lawsuits, legal actions or governmental investigations including, but not limited to, parties of dispute and equipment affected, cause of action, jurisdiction and date.

### *Products and Services*

1. Please describe in detail all products and services that your company intends to provide to PSA members (End Users) with regard to meeting the requirements and procurement objectives of this RFP.
2. Will all orders be processed through one master account number, so PSA can track usage and ordering history of all PSA member entities nationwide? If not, how would you handle this need?
3. Describe and special programs that your company offers that will improve End Users' ability to access products and services on-time delivery or other innovative strategies?
4. Specify typical delivery time from date of order for stocked or existing inventory of basic products/supplies? (e.g., most in-stock or existing inventory orders of products/supplies shall be delivered within 1 to 3 consecutive business days after receipt of order.)
5. Provide the daily cutoff time for next day delivery and include time-zone (if applicable).

6. If an individual member places an order and requires expedited delivery (same day or next day delivery from existing inventory, is there additional cost?
7. Specify typical delivery time from date of order for products/supplies if considered a special order item? Describe some example scenarios and provide details of what orders of particular products are considered special order items.
8. Please detail all delivery options available and any additional costs to End Users associated with delivery?
9. State your company's backorder policy. Do you fill or kill the order and require the End User to reorder if item is backordered?
10. Describe your standard return policies and time frame it takes to process return authorizations and timeframe to issue credit, including customer ordering wrong product(s), customer receiving defective product(s), etc. Furthermore, describe how problems are resolved shall they arise from such instances of incorrect product orders, damaged goods, etc.

### ***Account Management and Marketing***

1. Describe your sales and customer service policy, and include a description of how this is applied with public, government, and education agencies. How do you ensure superior customer service?
2. What specialized training do you provide for Sales and Service Representatives in order to service public sector accounts?
3. How many Sales Representatives does your company employ in the U.S.? Describe the size, organizational structure of the sales force available that will be engaged to promote, market, and sell to public, education, and government agencies under the pursuant contract?
4. Describe the company's commitment and procedures to initiate first contact with a prospective customer (Member) and follow up services to set-up a new account timely and satisfactorily.
5. Describe the company's commitment and procedures to maintain a positive relationship with current customers (Members) to ensure their current needs are met satisfactorily and what retention plans are set in motion to meet their needs in the future.
6. Does your company have Personnel/Service Representatives who can visit a customer on site when information may be needed for products and/or services, or if there are issues that need to be resolved?
7. Describe how you intend on introducing this program to your company. Please provide in detail your company's implementation, communication, and time-line plan to introduce and inform your sales/marketing staff and the Members and their respective ordering departments of the terms and benefits of the PSA contract with your company.
8. How will your company continually help drive productive collaboration of your company's personnel (all levels of the organization structure) with PSA to promote the cooperative contract to current PSA members and potential member entities, and track all utilization of the contract?
9. Provide a list of all cooperative procurement contracts (e.g., Government, State and GPO's) held by your company currently in effect.
10. Submit contact information and experience/resume of the person(s) your company proposes to serve as the Contract Administrator(s) or Manager(s) to PSA and its member entities.

### ***Ordering and Administration***

1. Describe your ordering capacity and methods of how orders can be received and processed timely and accurately (Telephone, Fax, E-mail, Secured Internet Online, EDI, e-Commerce Portal, etc.).
2. Provide details of your company's internet website in regards to the ability, willingness and to what extent your company will provide some kind of contract landing page to display PSA cooperative program information, contract details, product and service offerings, contract pricing, delivery terms, customer service/technical support and point of contact information.
3. Describe your company's e-Commerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, EDI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.
4. If your company offers online ordering functions through an e-Commerce or secured internet online ordering system, will the service be provided at no charge? Also, if End Users (Members) choose to place orders via an e-Commerce or secured online ordering portal/system, can they check real time inventory availability?
5. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
6. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats do you currently support?
7. Describe the capacity of your company to track, compile and submit to PSA, quarterly sales reports along with the contract administrative fee for all product and services purchased under the Master PSA Contract by each participating member agency of various locations in the U.S.
8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and current PSA member agencies and prospective member agencies. Additionally, your company may identify and offer unique business features to PSA and its participating member agencies, special all-inclusive (grouped together or packaged arrangement of) product and service offerings, other approaches of discounts, pricing or terms and conditions under this RFP).

### ***Warranty and Miscellaneous Services***

1. Provide a copy and details of warranty terms, conditions, what is covered, etc. for all products offered in response to this RFP? (Offeror may include best use, warranty exceptions, claims, etc.)
2. Describe and list any additional costs, if any, with optional extension of warranty (e.g., provide a cost to extend warranty at time of purchase).
3. For mandatory or voluntary recalls, product replacements or any product updates, provide details of notification to End Users of such product updates/recalls, collection and disposal if required.
4. Provide information on policies, procedures and any costs to End Users associated with providing products for demonstration prior to sale (if applicable).

**Purchasing Solutions Alliance  
Contract No. 14-100**

**Attachment B**

**Cardiac Science Corporation  
(CONTRACTOR)**

**Response to RFP No. 14-100**

**Purchasing Solutions Alliance (PSA)  
Request for Proposals No. 14-100 for  
Automated External Defibrillators (AEDs),  
Related Products and Services**

**Tailored Proposal from:**



**N7W22025 Johnson Drive  
Waukesha, WI 53186  
PH: 262-953-3500 / 800-426-0337  
FAX: 800-925-2825**

**Prepared for: Purchasing Solutions Alliance**

**Prepared by: Mr. Mark Hermes, Senior Director, North  
American Distribution  
312.933.7418**

**Submitted: August 12, 2014**

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Attachments to Tab O:

- Attachment A: Powerheart AED G3 Plus Brochure
- Attachment B: RescueReady Brochure
- Attachment C: AED Warranty Statement
- Attachment D: AED Indemnification Policy

## **Executive Summary**

Cardiac Science Corporation is a global medical device company with customers in more than 100 countries worldwide and an extensive worldwide service network.

Headquartered in Waukesha, Wisconsin, just west of Milwaukee, the company also has a manufacturing facility in Deerfield, Wisconsin, as well as operations in California, Denmark, France, Italy and the United Kingdom. We have approximately 25% market share with over 470,000 AEDs deployed worldwide. We believe our success is due to our dedicated people, our sole focus on developing and manufacturing the most advanced AEDs in the marketplace, and our impressive array of supporting services.

Cardiac Science extends lives by providing the public and healthcare professionals with life-saving devices. We are committed to eliminating needless delays between sudden cardiac arrest (SCA) and life-saving defibrillation by ensuring automated external defibrillators (AED)s are accessible and simple to use. Our innovative, patented Powerheart AEDs provide assistance to SCA victims in all walks of life.

Cardiac Science has partnered with Purchasing Solutions Alliance since 2009 to offer PSA members the best value on our innovative Powerheart AED products and services. During this partnership, Cardiac Science has been proud to be able to provide these life-saving devices to PSA customers all around the country, and hope to continue to partner with PSA to continue to provide our products to members for years to come.

## Technical Response to RFP Requirements & Questionnaire

Cardiac Science responses to each question are in italics below.

### Company Information

1. Briefly describe your company's history. Indicate the number of years the company has been in business. Provide a statement of your total annual sales for the past three (3) years.

*Cardiac Science Corporation was formed on September 1, 2005, by the merger of Quinton Cardiology Inc. (founded in 1953) with Cardiac Science Inc. (founded in 1991). Altogether, the company has been providing cardiac/medical products since 1953, with a combined total of 57 years in business.*

*Our average receipts over the past 3 years average approximately \$126 million per year.*

2. Provide the company's official registered name.

*Cardiac Science Corporation is our official registered company name.*

3. Provide a list of distribution locations in the United States that would be used for distribution of the products in the resulting contract (if applicable).

*Not applicable. All products are shipped out of our manufacturing facility in Deerfield, Wisconsin.*

4. If you are a manufacturer, please list your preferred U.S. distributors who will be responsible, if needed, for executing the pursuant contract to this RFP.

*Cardiac Science is the manufacturer of Powerheart AEDs and accessories, and plan to execute a contract pursuant to this RFP directly with PSA without distributor involvement.*

5. Provide a list of customer service and technical support center locations. Please specify your company's technical support/customer service normal business hours and operational capabilities.

*Cardiac Science customer care and technical support centers are located in Waukesha, Wisconsin. Our business hours are 7:00am – 5:00pm CST Monday-Friday. Technical support is also available to contact after hours for emergency support.*

6. Specify your company's normal business hours for acceptance of orders and providing service. Please include a listing of all holidays and other days your company's closed for business, etc.

*Cardiac Science normal business hours for order entry and service are 7:00am – 5:00pm CST Monday-Friday. Cardiac Science is closed for the following holidays in 2014: January 1 (New Years Day); February 17 (Presidents Day); May 26 (Memorial Day); July 3-4 (Independence Day); September 1 (Labor Day); November 27-28 (Thanksgiving); December 24-25 (Christmas); and December 31 (New Years Eve).*

7. How do you handle emergency needs after hours and on weekends (if applicable)?

*Technical support is available after hours and on weekends for emergency service requests.*

8. What is/are the toll free number(s) and/or email address available to End Users (Members) who require technical and/or customer service support?

*Customers can reach Cardiac Science customer care at 800-426-0337 X 2 or by emailing [care@cardiacscience.com](mailto:care@cardiacscience.com). Customers can reach Cardiac Science technical support at 800-426-0337 X 1 or [techsupport@cardiacscience.com](mailto:techsupport@cardiacscience.com).*

9. Does your company have a quality assurance plan that identifies methods by which you assure ordering, delivery, installation, compliance and follow up services for End Users precise and timely? If so, please provide details of your company's quality assurance plan.

*Cardiac Science has internal quality assurance guidelines, but does not currently have a quality assurance plan that is available to provide to customers.*

10. Describe any current lawsuits, legal actions or governmental investigations including, but not limited to, parties of dispute and equipment affected, cause of action, jurisdiction and date.

*Cardiac Science is not currently involved in any relevant ongoing suits or actions.*

## **Products and Services**

1. Please describe in detail all products and services that your company intends to provide to PSA members (End Users) with regard to meeting the requirements and procurement objectives of this RFP.

*Cardiac Science is providing our Powerheart AED G3 Plus devices and related accessories, as well as related services including program management (which includes CPR/AED training courses) and periodic service visits to ensure customers' AEDs are in working order. Please see Tab O for more detailed information on the products and services being provided under this RFP.*

2. Will all orders be processed through one master account number, so PSA can track usage and ordering history of all PSA member entities nationwide? If not, how would you handle this need?

*Orders will be entered under individual customer accounts, and not one master*

*account number. However, Cardiac Science is able use order coding to track all orders entered under the PSA contract by various members nationwide through our order entry system.*

3. Describe and special programs that your company offers that will improve End Users' ability to access products and services on-time delivery or other innovative strategies?

*End user customers are able to get product and service information or to access specific order information at any time by reaching out to their local Territory Manager, or calling in to our customer care department.*

4. Specify typical delivery time from date of order for stocked or existing inventory of basic products/supplies? (e.g., most in-stock or existing inventory orders of products/supplies shall be delivered within 1 to 3 consecutive business days after receipt of order.)

*Most orders placed with Cardiac Science are able to be delivered within 6-8 weeks of order placement.*

5. Provide the daily cutoff time for next day delivery and include time-zone (if applicable).

*When available, next day delivery can be requested (with customers paying for any additional shipping charges incurred) on orders placed before 2pm CST.*

6. If an individual member places an order and requires expedited delivery (same day or next day delivery from existing inventory, is there additional cost?

*Requests for expedited shipping, when available, would incur only the additional cost of the difference between standard delivery cost (included in pricing) and expedited shipping costs.*

7. Specify typical delivery time from date of order for products/supplies if considered a special order item? Describe some example scenarios and provide details of what orders of particular products are considered special order items.

*Not applicable. Cardiac Science does not provide any "special order" items.*

8. Please detail all delivery options available and any additional costs to End Users associated with delivery?

*Standard delivery, included in the prices quoted, is via FedEx Ground. Shipment is out of Deerfield, Wisconsin, so shipping time would be standard FedEx Ground delivery time from Wisconsin to end user location. Any expedited shipping requested will result in customer being charged the difference between standard and expedited shipping charge only.*

9. State your company's backorder policy. Do you fill or kill the order and require the End

User to reorder if item is backordered?

*If an item is on backorder, the customer will be quoted an estimated lead time of when the product will be available to ship. Customer does not need to reorder an item on backorder, but will receive the ordered product as soon as it becomes available.*

10. Describe your standard return policies and time frame it takes to process return authorizations and timeframe to issue credit, including customer ordering wrong product(s), customer receiving defective product(s), etc. Furthermore, describe how problems are resolved shall they arise from such instances of incorrect product orders, damaged goods, etc.

*Returns for defective or damaged products are at no charge, and would be covered under Cardiac Science's warranty statement (included as Attachment C to Tab O), and processed through our technical support department. Any returns that are not related to incorrect shipments on Cardiac Science's part, or defective or damaged products, may incur a restocking fee of 15%. Such returns are processed through our customer service department, and are only available within 30 days of shipment and if products are unopened in their original packaging.*

### **Account Management and Marketing**

1. Describe your sales and customer service policy, and include a description of how this is applied with public, government, and education agencies. How do you ensure superior customer service?

*As manufacturer of our Powerheart AEDs and direct provider of related support services, Cardiac Science can provide a single point of contact for PSA members, from order placement to replacement supplies to training and service offerings. Cardiac Science uses employees and not subcontractors throughout each and every phase of program delivery so control, quality and consistency are maximized. Cardiac Science strives to take care of the customer first and foremost.*

2. What specialized training do you provide for Sales and Service Representatives in order to service public sector accounts?

*Cardiac Science enforces our Code of Conduct and ethical standards for all employees. This specifies at the highest level our expectations for conduct and running of our business according to all internal procedures and the state and federal laws and regulations governing medical device developers and businesses involved in international trade. Sales and service representatives are provided training in their job duties as well as on our company's ethical standards.*

3. How many Sales Representatives does your company employ in the U.S.? Describe the size, organizational structure of the sales force available that will be engaged to promote, market, and sell to public, education, and government agencies under the pursuant contract?

*Cardiac Science currently employs 2 Directors of Sales overseeing 13 local Territory Managers. Information on these employees is included in Tab E of this proposal.*

4. Describe the company's commitment and procedures to initiate first contact with a prospective customer (Member) and follow up services to set-up a new account timely and satisfactorily.

*Cardiac Science Territory Managers are committed to contacting and following up with prospective customers and providing ongoing support to members interested in our products and services. Territory Managers are the first line of contact with any customer, and can work with a new customer throughout the new account setup and ordering process and provide ongoing support and information thereafter.*

5. Describe the company's commitment and procedures to maintain a positive relationship with current customers (Members) to ensure their current needs are met satisfactorily and what retention plans are set in motion to meet their needs in the future.

*Territory Managers work with their customers both during and after an order placement, to ensure the order is received, any customer questions are answered, and customers are happy with their products. Territory Managers are the first line of contact for most customers, and continuously work to build positive, long-term customer relationships, to ensure customer satisfaction with their immediate experience and into the future.*

6. Does your company have Personnel/Service Representatives who can visit a customer on site when information may be needed for products and/or services, or if there are issues that need to be resolved?

*Local Territory Managers are often available to visit customers onsite to provide support and further information on our Cardiac Science products and services. If customers purchase annual service visits, Cardiac Science employs service technicians all around the country who can visit customer sites to check AEDs, provide service, and replace disposables as needed.*

7. Describe how you intend on introducing this program to your company. Please provide in detail your company's implementation, communication, and time-line plan to introduce and inform your sales/marketing staff and the Members and their respective ordering departments of the terms and benefits of the PSA contract with your company.

*Cardiac Science currently holds a contract with PSA to provide AEDs and accessories and services to PSA customers. No new introduction to the company should be needed for the new contract, although we will provide updated contract and pricing information to our sales teams as needed.*

8. How will your company continually help drive productive collaboration of your company's personnel (all levels of the organization structure) with PSA to promote the cooperative contract to current PSA members and potential member entities, and track all utilization of the contract?

*Cardiac Science plans to drive productive collaboration by ensuring all customer personnel involved in order placement and customer support are aware of the contract and our relationship with PSA, and to ensure that all PSA orders are being accurately tracked as such in our system and that pricing and terms are available to all PSA members and potential member entities.*

9. Provide a list of all cooperative procurement contracts (e.g., Government, State and GPO's) held by your company currently in effect.

*Cardiac Science currently holds the PSA contract # 09-100 for AEDs, as well as several state contracts (under NASPO or directly with some states), a federal government contract (through GSA), a few county or city contract, and H-GAC.*

10. Submit contact information and experience/resume of the person(s) your company proposes to serve as the Contract Administrator(s) or Manager(s) to PSA and its member entities.

*Mark Hermes, the Senior Director of Distribution North America, will serve as the principal contact for a Cardiac Science-PSA contract. Mark's information is included in Tab E of this proposal. Customers can also refer to their local Territory Manager, as specified in Tab E, for any contract or order-related questions. Heather Reindl, Sales Contract Administration Specialist, will serve as Contract Administrator.*

### **Ordering and Administration**

1. Describe your ordering capacity and methods of how orders can be received and processed timely and accurately (Telephone, Fax, E-mail, Secured Internet Online, EDI, e-Commerce Portal, etc.).

*Orders can be placed by Purchase Order or Purchase Agreement, sent in via fax or email. Credit card orders can be placed over the phone as well. Our customer service team and/or customers' local Territory Manager can answer any questions related to placing an order.*

2. Provide details of your company's internet website in regards to the ability, willingness and to what extent your company will provide some kind of contract landing page to display PSA cooperative program information, contract details, product and service offerings, contract pricing, delivery terms, customer service/technical support and point of contact information.

*Cardiac Science's website, [www.cardiacscience.com](http://www.cardiacscience.com), currently has information on various products and services available to customers. Information on contract details, pricing, and specific point of contact information for local Territory Managers can be provided by calling into Cardiac Science's customer service department.*

3. Describe your company's e-Commerce capabilities, including details about your ability to create punch out sites and accept orders electronically (cXML, OCI, EDI, etc.). Please detail where you have integrated with a public agency's ERP (PeopleSoft, Lawson, Oracle, SAP,

etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

*Cardiac Science does not currently provide online ordering capabilities, though this option may be re-introduced on our website in the future.*

4. If your company offers online ordering functions through an e-Commerce or secured internet online ordering system, will the service be provided at no charge? Also, if End Users (Members) choose to place orders via an e-Commerce or secured online ordering portal/system, can they check real time inventory availability?

*Cardiac Science does not currently provide online ordering capabilities, though this option may be re-introduced on our website in the future.*

5. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

*Cardiac Science's local Territory Managers can work with customers directly to get orders placed and ensure customers have all the information they need. Our customer care team handles entry of orders, and can provide customers with updated information on their orders at any time through shipping. Any invoicing questions can be directed to our credit department. Customer's local Territory Manager, with the help of the customer care team, can serve as the single point of contact to help figure out any issues with any stages of the order process.*

6. Is your company capable of handling Electronic Funds Transfer (EFT) payment? If so, what EFT formats do you currently support?

*Yes, Cardiac Science is able to handle EFT payments submitted directly to our bank.*

7. Describe the capacity of your company to track, compile and submit to PSA, quarterly sales reports along with the contract administrative fee for all product and services purchased under the Master PSA Contract by each participating member agency of various locations in the U.S.

*Cardiac Science is able to track and provide sales reports on all PSA orders, on a quarterly basis, for all products and services purchased under a PSA contract, and submit administrative fees on a quarterly basis as well. Cardiac Science can provide reports to PSA via email in an Excel or other requested format.*

8. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and current PSA member agencies and prospective member agencies. Additionally, your company may identify and offer unique business features to PSA and its participating member agencies, special all-inclusive (grouped together or packaged arrangement of)

product and service offerings, other approaches of discounts, pricing or terms and conditions under this RFP).

*Cardiac Science does not have any specific improvements or alternatives to suggest at this time, but would be open to discussing any such improvements either party may consider during a contract.*

### **Warranty and Miscellaneous Services**

1. Provide a copy and details of warranty terms, conditions, what is covered, etc. for all products offered in response to this RFP? (Offeror may include best use, warranty exceptions, claims, etc.)

*The Powerheart AED G3 Plus is covered by a 7-year warranty of parts and service. Please see Attachment D to Tab O for our current Warranty Statement.*

2. Describe and list any additional costs, if any, with optional extension of warranty (e.g., provide a cost to extend warranty at time of purchase).

*Not applicable. The warranty on the Powerheart AED G3 devices is 7 years for parts and labor. No extended warranty is available.*

3. For mandatory or voluntary recalls, product replacements or any product updates, provide details of notification to End Users of such product updates/recalls, collection and disposal if required.

*Cardiac Science provides updates directly to end user customers for any mandatory or voluntary recalls. To ensure customers receive any notices related to product replacements, updates, or any additional product information, customers should make sure to register their AED on [www.cardiacscience.com](http://www.cardiacscience.com).*

4. Provide information on policies, procedures and any costs to End Users associated with providing products for demonstration prior to sale (if applicable).

*Cardiac Science may be able to offer end users further information or even demonstrations of our AEDs prior to purchase. Any such requests would need to be directed to the end user customer's local Territory Manager.*

## Table of Organization

Cardiac Science Corporation is not able to provide a full organizational chart of all our employees. However, we will provide contact information for all personnel that PSA or its members will have contact with in the implementation of this contract.

For purposes of this RFP, we have supplied contact information for those involved in preparing your proposal. Please see Tab E for further information on sales representatives available to provide information to end user customers throughout the country.

### **Mark Hermes**

*Sr. Director, Distribution North America*

Cardiac Science Corporation • N7W22025 Johnson Drive, Waukesha, WI 53186

Cell: 312.933.7418

### **Heather Reindl**

*Sales Contract Administration Specialist*

Cardiac Science Corporation • N7W22025 Johnson Drive, Waukesha, WI 53186

Office: 262.953.3543 • Fax: 800.925.2825

## Resumes of Contract Manager

The primary contact person for the proposed contract with Cardiac Science would be Mark Hermes, Sr. Director of Distribution North America.

**Mark Hermes**

Sr. Director, Distribution North America  
[mhermes@cardiacscience.com](mailto:mhermes@cardiacscience.com)

**Tenure and Experience at Cardiac Science:**

- Sales Director 2013 - present
- Regional Manager 2010 - 2013
- Certified AED Specialist/Territory Sales Manager 2005 - 2010

**Training:**

- Healthcare Sales Ethics Training
- Heart Anatomy & Physiology
- FDA Regulations
- State AED Regulations
- AED/CPR Training
- Defibrillation Best Practices Parts I + II
- AED Program Design
- Funding + Grant Assistance
- AED Program Liabilities

For specific product or ordering information, PSA Member Customers should reach out to their local Territory Manager. Territory Manager contact information is as follows:

Name	Phone	Territories	Email
<b>Directors of Sales</b>			
Mike Castleman	904-613-6987	MI,IN,KY,TN,MS and all states east	<a href="mailto:mcastleman@cardiacscience.com">mcastleman@cardiacscience.com</a>
TBD			
Mark Hermes	312-933-7418	Sr. Director of Distribution, North America	<a href="mailto:mhermes@cardiacscience.com">mhermes@cardiacscience.com</a>
<b>Territory Managers</b>			
Ryan Rose	678-926-8822	AL,MS,TN,GA	<a href="mailto:rrose@cardiacscience.com">rrose@cardiacscience.com</a>
Rob Williams	407-467-6016	FL, S GA, Puerto Rico	<a href="mailto:rwilliams@cardiacscience.com">rwilliams@cardiacscience.com</a>
Jason Hilemn	336-207-0111	NC, SC, east TN	<a href="mailto:jhilemn@cardiacscience.com">jhilemn@cardiacscience.com</a>
Mark Peters	570-856-2045	NJ, NYC, Long Island	<a href="mailto:mpeters@cardiacscience.com">mpeters@cardiacscience.com</a>
Doug Comstock	860-970-3250	CT, ME, MA, NH, RI, VT, east NY	<a href="mailto:dcomstock@cardiacscience.com">dcomstock@cardiacscience.com</a>
Troy Pflugner	317-385-4678	MI, IN, OH, KY	<a href="mailto:tpflugner@cardiacscience.com">tpflugner@cardiacscience.com</a>
Chip Miller	610-745-7781	PA, east OH	<a href="mailto:cmiller@cardiacscience.com">cmiller@cardiacscience.com</a>
Jonathan Rittenburg	602-909-8335	AZ, NV, NM, CA- Lake Tahoe area, UT, El Paso TX	<a href="mailto:jrittenburg@cardiacscience.com">jrittenburg@cardiacscience.com</a>
Mark Deener	214-802-9980	North TX	<a href="mailto:mdeener@cardiacscience.com">mdeener@cardiacscience.com</a>
Roger Mattei	504-615-5483	LA, South TX	<a href="mailto:rmattei@cardiacscience.com">rmattei@cardiacscience.com</a>
Dean Sanders	314-566-3597	MO, IA, S IL, MN	<a href="mailto:dsanders@cardiacscience.com">dsanders@cardiacscience.com</a>
Enrique Christopherson	949-294-5977 760-815-8384	Central & Southern CA, HI	<a href="mailto:echristopherson@cardiacscience.com">echristopherson@cardiacscience.com</a>
Joey Bombara	415-494-7691	Northern CA, WA, OR, AK	<a href="mailto:jbombara@cardiacscience.com">jbombara@cardiacscience.com</a>

## Cost Proposal

01+044FORM No. 2

01+045COST PROPOSAL

01+044PSA - RFP No. 14-100

Purchasing Solutions Alliance

FORM No. 2 - COST PROPOSAL

Solicitation #: 14-100 "Automated External Defibrillators (AED), Related Products and Services"

Company Name: Cardiac Science Corporation

### Instructions and information for completing the cost proposal form:

Offerors are to provide necessary information and pricing for the products and services specified and requested for all sections of the Cost Proposal form (e.g., Manufacturer Brand, Model, Part Number, Description, MSRP, Discount From MSRP, Contract Unit Price, etc.). If Offeror is not capable of providing certain products and services requested of the Cost Proposal to this RFP (Form No. 2), Offeror may remove particular items and description, and replace with proposed alternative equivalent products and services utilizing the same Cost Proposal format. Offerors may insert additional blank spaces, rows, and columns or increase spacing of any existing rows and/or columns provided as necessary for proposed product/service offerings throughout the entire cost proposal sheets. Pricing shall be based on discount from a manufacturer's published list price. Offerors shall provide "Specification Sheets" included with their cost proposal for all products proposed, or may submit in writing the website information and website-page links where the Offeror(s) have "Specification Sheets" available for view, print and/or download through their website.

All prices shall be "F.O.B. to customer's destination, freight prepaid and allowed". Responsibility and liability for loss and/or damage pass to End User at the delivery destination after receipt and acceptance have taken place.

### SPECIFIC DESCRIPTIVE REFERENCES

PSA is committed to obtaining its goods, products and services at the lowest price possible which benefits PSA and all member agencies. Therefore, in order to accomplish this objective/goal, it is not the intention of PSA neither to exclude particular vendors or manufacturers nor to create restrictive situations of this Cost Proposal form to the RFP. Any vendor's/manufacture's names, trade names, brand names, price list numbers, technical data, etc. used in this Cost Proposal form are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate proposal of similar or comparable products and/or services of any manufacturer or vendor equal or equivalent to the products and/or services described in this Cost Proposal form are invited and will be given careful consideration provided the alternate will accomplish the same task.

PSA has the right to award to multiple companies/vendors supplying comparable products or items, also known as a multiple award schedule, but reserves the right to make a single award to the highest ranked Offeror.

\*\*\* Further essential information, requirements and specifications concerning the products and services solicited in this cost proposal form can be found in the RFP document. Please refer to the "Specifications and Scope of Services" section of the RFP before completing the cost proposal form. \*\*\*

01+044FORM No. 2

01+045COST PROPOSAL

01+044PSA - RFP No. 14-100

*(If alternate/equivalent item is proposed, replace text with detailed description.)*

DEFIBRILLATORS					
1	Powerheart AED G3 PLUS Fully-Automatic AED package with voice & text display; enhanced CPR prompts; biphasic waveform and internal memory. Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9390A-1001P	\$2,130.00	40%	\$1,278.00
2	Powerheart AED G3 PLUS Semi-Automatic AED package with voice & text display; enhanced CPR prompts; biphasic waveform and internal memory. Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9390E-1001P	\$2,030.00	37%	\$1,278.90
3	Powerheart AED G3 -Fully Automatic AED package with voice & text display; biphasic waveform and internal memory. Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00
4	Powerheart AED G3 Semi-Automatic AED package with voice & text display; biphasic waveform and internal memory. Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00
5	Powerheart G3 PRO AED package with professional ECG color display; biphasic waveform and internal memory. Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9300P-1001P	\$3,485.00	32%	\$2,369.80
6	Powerheart G3 PRO AED package with professional ECG color display; biphasic waveform and internal memory (with rechargeable battery which requires recharger kit Cardiac Science Part No. 9044-001). Package to include: (1) defibrillator, (1) battery, (2) pairs of adult defibrillation pads, (1) 9300 Soft Sided Blue Carry Case, (1) Ready Kit, and (1) Quick Start Tool Kit that shall include: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00

ACCESSORY PARTS

2 of 8

01+044FORM No. 2

01+045COST PROPOSAL

01+044PSA -RFP No. 14-100

(If alternate, equivalent item is proposed, replace text with detailed description.)					
7	AED Trainer with Manual and (1) pair of Training Pads and Remote Control. -OR EQUIVALENT ALTERNATIVE PROPOSED-	180-5020-301	\$406.00	20%	\$324.80
8	AED Trainer Replacement Remote Control. -OR EQUIVALENT ALTERNATIVE PROPOSED-	180-2080-004	\$51.00	25%	\$38.25
9	Adult Training Pads for use with training device. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9035-004	\$25.42	20%	\$20.34
10	Pediatric Training Pads for use with training device. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9725-001	\$71.00	25%	\$53.25
11	Non-Polarized Adult Defibrillation Pads with at least (2) year shelf life guarantee. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9131-001	\$51.00	20%	\$40.80
12	Polarized Adult Defibrillation Pads with at least (2) year shelf life guarantee. (For use with Pro Series) -OR EQUIVALENT ALTERNATIVE PROPOSED-	9660-001	\$51.00	30%	\$35.70
13	Pediatric Defibrillation Pads with at least (2) year shelf life guarantee. (For infants/children less than 8 years old or up to 55 lbs) -OR EQUIVALENT ALTERNATIVE PROPOSED-	9730-002	\$101.00	25%	\$75.75
14	IntelliSense Lithium Battery for Cardiac Science Models Part No. 9300E or A and 9390E or A. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9146-302	\$402.00	30%	\$281.40
15	Charger Kit for Rechargeable Battery in AED Model series 9300P. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9044-001	\$198.00	20%	\$158.40
16	Rechargeable Battery for AED Model series 9300P. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00
17	IntelliSense Lithium Rechargeable Battery for AED Model series 9300P. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00

ACCESSORIES &amp; REPLACEMENT PARTS

3 of 8

01+044FORM No. 2

01+045COST PROPOSAL

01+044PSA -RFP No. 14-100

<i>(If alternate/equivalent item is proposed, replace text with detailed description.)</i>					
18	ECG Patient Monitoring Kit for AED Model series 9300P with (includes) a three lead cable and (3) pack of ECG electrodes. -OR EQUIVALENT ALTERNATIVE PROPOSED-	5111-001	\$300.00	20%	\$240.00
19	Serial Communications Cable for AED Model series 9300P.	162-0108-001	\$97.00	30%	\$67.90
20	USB Serial Adapter for USB ports via Cardiac Science Part No. 162-0108-001. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9171-001	\$30.46	20%	\$24.37
21	Spare Battery Bag (empty) that attaches to 9300 series carrying case. -OR EQUIVALENT ALTERNATIVE PROPOSED-	166-0418-001	\$61.00	30%	\$42.70
22	Blue Soft-Sided Carrying Case for 9300 series AED. -OR EQUIVALENT ALTERNATIVE PROPOSED-	168-6000-001	\$112.00	20%	\$89.60
23	Hard Sided waterproof carrying case for AED. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9157-004	\$324.00	20%	\$259.20
24	Ready Kit for 9300 series AED - shall include gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and a one-way filter mask. -OR EQUIVALENT ALTERNATIVE PROPOSED-	5350-005	\$61.00	20%	\$48.80
25	Total Response Rescue Kit - to include emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit; with wire wall mount rack. -OR EQUIVALENT ALTERNATIVE PROPOSED-	5587-001	\$1,520.00	30%	\$1,064.00
26	Total Response Rescue Backpack - to include emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. -OR EQUIVALENT ALTERNATIVE PROPOSED-	5588-001	\$1,520.00	30%	\$1,064.00
27	Rescue Back Pack with internal & external pouches for mobility. -OR EQUIVALENT ALTERNATIVE PROPOSED-	168-0064-001	\$147.00	20%	\$117.60
<b>WALL MOUNT STORAGE CASES &amp; CABINETS</b>					

01+044FORM No. 2

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<i>(If alternate/equivalent item is proposed, replace text with detailed description.)</i>					
28	AED Wall Sleeve. -OR EQUIVALENT ALTERNATIVE PROPOSED-	180-2022-001	\$66.00	20%	\$52.80
29	AED 3-D Wall Mount Sign with two stickers. -OR EQUIVALENT ALTERNATIVE PROPOSED-	188-6002-001	\$35.60	25%	\$26.70
30	AED Wall Mount Storage Case without alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00392-10	\$192.00	25%	\$144.00
31	AED Wall Mount Storage Case with alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00392-20	\$253.00	25%	\$189.75
32	AED Wall Mount Storage Case with strobe & alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00392-30	\$294.00	25%	\$220.50
33	AED Fully Recessed Cabinet. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00400-10	\$213.00	25%	\$159.75
34	AED Fully Recessed Cabinet with alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00400-20	\$274.00	25%	\$205.50
35	AED Fully Recessed Cabinet with strobe & alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00400-30	\$314.00	25%	\$235.50
36	AED Semi-Recessed Cabinet. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00395-10	\$253.00	25%	\$189.75
37	AED Semi-Recessed Cabinet with alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00395-20	\$314.00	25%	\$235.50
38	AED Semi-Recessed Cabinet with strobe & alarm. -OR EQUIVALENT ALTERNATIVE PROPOSED-	50-00395-30	\$355.00	25%	\$266.25

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<i>(If alternate/equivalent item is proposed, replace text with detailed description.)</i>					
39	AHA Quick Response Program Management - (2) year Program Management to include AHA Heartsaver AED/CPR training for up to (10) students, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9934-001	\$1,627.00	5%	\$1,545.65
40	AHA TOTAL Response Program Management - (2) year Program Management to include AHA Heartsaver AED/CPR training for up to (10) students, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. In addition, basic first aid and oxygen administration shall be included. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9934-002	\$1,831.00	5%	\$1,739.45
41	Additional AHA AED/CPR Class - (1) additional class for up to (10) students. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9933-001	\$995.00	5%	\$945.25
42	Medical Direction and MasterTrak for AED Program - Medical Direction/Oversight with the MasterTrak AED Data Management service for the AED Program. Certificate shall be provided when End User has provided required information to Contractor. End User shall receive responder and AED equipment E-minders through MasterTrak. For End Users without Program Management with (2) year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9928-002	\$198.00	5%	\$188.10
43	MasterTrak AED Data Management Services for additional AEDs/Locations for (1) to (10) devices, up to (10) locations. Price shall be per AED/per year/ for (2) years. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9930-001	\$503.00	5%	\$477.85
44	MasterTrak AED Data Management Services - to be provided once End User fills out AED Set-up form. Service which End User shall receive equipment related E-minders, monthly AED check and disposables expiration notices. (1) to (10) AEDS for up to (10) locations. Price shall be per AED/per year/(2) year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			50.00
45	Interactive E-minders - which compliance can be tracked via End User's MasterTrak dashboard. Option available with a complete Program Management Program. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9941-001	\$202.00	5%	\$191.90
46	Online Refresher Training for (10) students (annually) to provide a review of AED/CPR Training and an online mandatory quiz for completion. For End Users with Program Management. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9922-001	\$402.00	5%	\$381.90

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01+045COST PROPOSAL

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<i>(If alternate equivalent item is proposed, replace text with detailed description.)</i>					
47	Annual AED Visit for End User with Program Management- certified technician shall check the AED once per year and perform manufacturer's recommended service inspection and replace any electrodes or batteries that are expired or soon to expire (up to (2) adult electrodes and (1) set pediatric pads and (1) battery per AED/per year. Shall include post-event service; Price shall be per AED/per year with (2) year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9940-001	\$300.00	5%	\$285.00
48	Semi-Annual AED Visit - disposable supply replenishment and maintenance for AED's. Shall include post event service; Price shall be per AED/per year/(2) year commitment for End Users with Program Management. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9940-002	\$503.00	5%	\$477.85
49	Quarterly AED Visit - disposable supply replenishment and maintenance for AED's. Shall include post event service; Price shall be per AED/per year/(2) year commitment for End Users with Program Management. -OR EQUIVALENT ALTERNATIVE PROPOSED-	NA			\$0.00
50	Monthly AED Visit - disposable supply replenishment and maintenance for AED's. Shall include post-event service; price shall be per year and two year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9940-003	\$3,600.00	5%	\$3,420.00
51	ESCI TOTAL Response Program Management - (2) year Program Management to include ESCI AED/CPR training for up to (10) students, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. In addition, basic first aid and oxygen administration to be included. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9935-001	\$1,627.00	5%	\$1,545.65
52	ESCI Quick Response Program Management - (2) year Program Management to include ESCI AED/CPR training for up to (10) students, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9935-002	\$1,831.00	5%	\$1,739.45
53	PRESCRIPTION for AED - a prescription to be provided via e-mail to a End User after the End User indicates Part No. and an e-mail address. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9928-001	\$0.00	0%	\$0.00

TRAINING, PROGRAM MANAGEMENT & SERVICES

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(If alternate/equivalent item is proposed, replace text with detailed description.)					
54	Additional ESCI AED/OPR Class - (1) additional class for up to (10) students. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9918-201	\$995.00	5%	\$945.25
55	Annual AED Visit for End User WITHOUT Program Management- certified technician shall check the AED once per year and perform manufacturer's recommended service inspection and replace any electrodes or batteries that are expired or soon to expire (up to (2) adult electrodes and (1) set pediatric pads and (1) battery per AED/per year. Shall include post-event services. Price shall be per AED/per year with (2) year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9940-005	\$355.00	5%	\$337.25
56	Annual AED visit - FIRST VISIT TO OCCUR WITHIN (30) DAYS OF ORDER DATE for End Users who have disposables expiring before (1) year. For End Users without Program Management, price shall be per AED/per year/(2) year commitment. -OR EQUIVALENT ALTERNATIVE PROPOSED-	9940-006	\$355.00	5%	\$337.25
<p><b>Payment Terms:</b> Invoices must be submitted by the Vendor to the End User. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the terms and conditions, and "discount from list price" percentages as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.</p> <p><b>Prompt Payment Discount:</b> Offerors may quote additional payment discount period terms in the spaces provided below. Any discount provided shall be taken on full amount of invoice. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.</p> <p style="text-align: center;">Additional discount from invoice <u>NA</u> % NET 10 days (e.g., 1%, 2%, 5%).</p>					
<p><b>Delivery (specify):</b> Cost proposals, including all line item prices and discounts from list price shall include shipping costs (unless otherwise stated in writing that some conditions may apply, e.g. special orders, rushed/expedited delivery, etc.). All items shall be shipped F.O.B. Destination - full freight prepaid and allowed. End User's assume no liability of goods delivered in a damaged or unacceptable condition.</p> <p style="text-align: center;">Most orders (e.g., in-stock or existing inventory) shall be delivered within <u>30</u> consecutive business days after receipt of order.</p> <p style="text-align: center;">Products considered as a special order item shall be delivered within <u>NA</u> consecutive business days after receipt of order.</p>					

## End User Service Agreement

Cardiac Science is open to the possibility of entering into separate supplemental service agreements with individual end user customers upon request.

## References

The following 5 public/government agencies can be used as references for Cardiac Science Corporation. These customers have all purchased products and services from Cardiac Science within the past 2 years similar to those being offered in this RFP.

1. Agency Name: Dallas County Fire Marshall  
Contact Person: Robert De Los Santos, Fire Marshall  
Address: 509 Main Street, Suite 310, Dallas, TX 75202  
Phone: 214.653.7970  
Email: Robert.Delossantos@dallascounty.org
2. Agency Name: Tarrant County  
Contact Person: James Bocks, Purchasing Manager  
Address: 100 East Weatherford, TX, Suite 303, Fort Worth, TX 76196  
Phone: 817.884.1738  
Email: jbocks@tarrantcounty.com
3. Agency Name: Harris County Sheriff's Department  
Contact Person: Sergeant Jimmie Cook  
Address: Humble, Texas  
Phone: O: 281.436.2963 C: 713.545.5032  
Email: Jimmie.Cook@sheriff.hctx.net
4. Agency Name: Baton Rouge Fire Department  
Contact Person: Michael Williams  
Address: Baton Rouge, Louisiana  
Phone: 225.354.1412  
Email: mwilliams@brgov.com
5. Agency Name: Louisiana Army National Guard  
Contact Person: Major Michael McNulty  
Address: Pineville, Louisiana  
Phone: 318.290.5493  
Email: Michael.t.mcnulty4.mil@mail.mil

## Marketing Plan & Resources

### 1. Overview

As the “Official AED Partner of the PSA”, Cardiac Science has developed a marketing action plan to help drive awareness the program, the dangers of sudden cardiac arrest (SCA) and facilitate automated external defibrillators (AEDs) placements in facilities operated by its members.

Cardiac Science will put forth the best effort to market the Purchasing Solutions Alliance (PSA) contract and program in close collaboration with PSA. All marketing efforts will be implemented as time and budgets allow. Marketing strategy is subject to change at any time based on the mutual goal of running a cost effective and productive program. Cardiac Science will develop all marketing materials based on available resources. We commit to providing quality materials in a timely manner to ensure a successful partnership.

To maximize this relationship, Cardiac Science recommends an agency model in which we will provide a recommended set of deliverables based on our initial review of current marketing materials and want to work closely with PSA stakeholders to hear their ideas and recommendations on which marketing materials will provide the highest impact in your community.

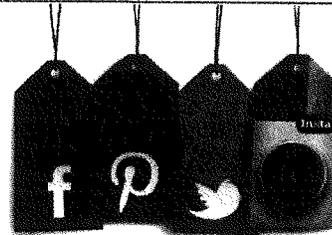
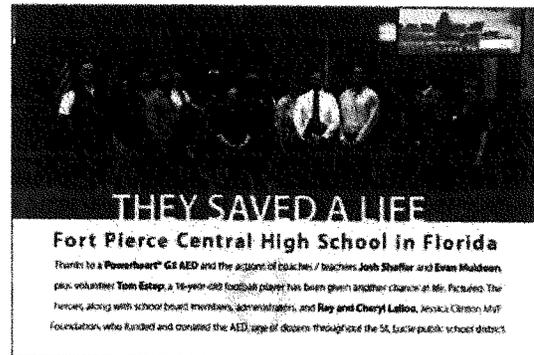
In addition, we recommend quarterly teleconference meetings between our Marketing POC and key PSA contacts after the marketing plan has been implemented to discuss future activities and how to implement them effectively across all marketing channels.

### 2. Recommended Deliverables

- **Press Release:** Cardiac Science will collaborate with PSA to develop and distribute a press release announcing the partnership within ten (10) days of the date the contract is executed.
- **Sales Brochures:** Within thirty (30) days of the date the contract is executed, Cardiac Science will collaborate with PSA to develop a formal sales brochure. The brochure will be provided in hard copy and electronic form for PSA’s use in marketing the Cardiac Science AEDs through the PSA contract. The brochure shall be co-branded, contain detailed information about the PSA program, Cardiac Science, the need for AEDs and contact information for the designated person(s) familiar with the contract offerings.
- **Web Site:** Cardiac Science recently redesigned its website. The site has extensive content that is focused on the various vertical markets where AEDs are commonly sold, including schools, corporations, and government. Additionally, Cardiac Science will develop a dedicated co-branded web page on our website

(e.g., [www.cardiacscience.com/PSA](http://www.cardiacscience.com/PSA)) for PSA member organizations and key stakeholders to learn about Cardiac Science AEDs and submit information to speak with a local Cardiac Science AED Specialist., The page will be available to the public within thirty (30) days of the date the contract is executed.

- **Net Price Catalog:** If required, Cardiac Science will develop a full-line net priced catalog and make it available to members through the co-branded web page described above.
- **Marketing:** Cardiac Science will build awareness for our products and the contract to members and prospective members through various means including email notifications, social media and direct contact. PSA will share contact information for all current members and provide the Cardiac Science with prospect contact information. Cardiac Science and PSA will develop an awareness program for the duration of the contract.
- **Social Media:** Develop a Twitter, Instagram and YouTube presence to interact with citizens, businesses and organizations while also promoting recent saves – see example on right.
- **Save Ceremonies:** Recognition of saves is a highly effective way of raising awareness for an AED program. We will develop a save recognition program and integrate it into social media channels.
- **Awareness Brochure:** Cardiac Science will provide an educational brochure (AED Pocket Guide attached) outlining the dangers of SCA and citing the importance of having AEDs on hand in case of emergency.



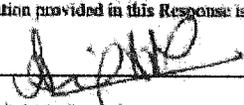
## **PSA Administrative Fee**

Not applicable.

Cardiac Science is able to report on contract usage and submit required PSA administrative fees on a quarterly basis. Cardiac Science does not currently have any suggestions for alternative methods of assessing, calculating, tracking, reporting and paying administrative fees.



### Offeror Acknowledgement & Certification

<b>FORM No. 1 - Offeror Acknowledgment &amp; Certification</b> (Except for signature, DO NOT handwrite this Form. Information must be typed.)		RFP No. 14-100
Invitation Title: <u>Automated External Defibrillators (AED), Related Products &amp; Services</u>		
Offeror Company: <u>Cardiac Science Corporation</u> <small>(Legal name of business which will appear on contract, if awarded)</small>		
Offeror Status: <input checked="" type="checkbox"/> Manufacturer <input type="checkbox"/> Dealer/Distributor <input type="checkbox"/> Other		
Response Type(1): <input type="checkbox"/> Offeror Acting Alone <input type="checkbox"/> Joint Offering		
Contract Signatory(2): <u>Arvind Manjogwda</u>		Title: <u>VP - Finance</u>
Mailing Address(3): <u>N7W22025 Johnson Drive, Waukesha, WI 53186</u>		
Physical Address: <u>N7W22025 Johnson Drive, Waukesha, WI 53186</u>		
Phone: <u>262-953-3500 / 800-426-0337</u>		Fax: <u>800-925-2825</u>
Email Address: <u>bidadministration@cardiacscience.com</u>		
Federal ID No.: <u>94-3300396</u>		Web Page URL: <u>www.cardiacscience.com</u>
(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.		
(2) Person who will sign final contract documents if an award is made.		
(3) Address to which final contract documents would be sent for signature.		
<b>Member Contact Information</b>		
Contact Person(4): <u>Heather Reindl</u>		
Mailing Address: <u>N7W22025 Johnson Drive, Waukesha, WI 53186</u>		
Physical Address: <u>N7W22025 Johnson Drive, Waukesha, WI 53186</u>		
Toll Free Number: <u>800-426-0337</u>		Fax: <u>800-925-2825</u>
Email Address: <u>bidadministration@cardiacscience.com</u>		
(4) Person who End Users will contact for product information and to get pricing quotes.		
<b>Underutilized/Disadvantaged Business (HUB / DBE) Information:</b>		
Ownership - 51% or more: <input checked="" type="checkbox"/> Non-HUB/DBE <input type="checkbox"/> HUB <input type="checkbox"/> DBE		
Estimated number of subcontractors who would participate in any contract:		0
Number of above subcontractors who would qualify as an HUB / DBE:		0
<b>The Signatory below, on behalf of Offeror:</b>		
- Acknowledges having thoroughly reviewed the RFP and any Addenda;		
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;		
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in the RFP;		
- Certifies that all information provided in this Response is true and correct.		
Signature: <u></u>		Title: <u>VP - Finance</u>
Printed Name: <u>Arvind Manjogwda</u>		Date: <u>09/08/2014</u>

## Conflict of Interest Questionnaire

Not applicable.

Cardiac Science does not have any employment or business relationships with a PSA officer or an officer's close family member to report.

## All Addenda

Not applicable.

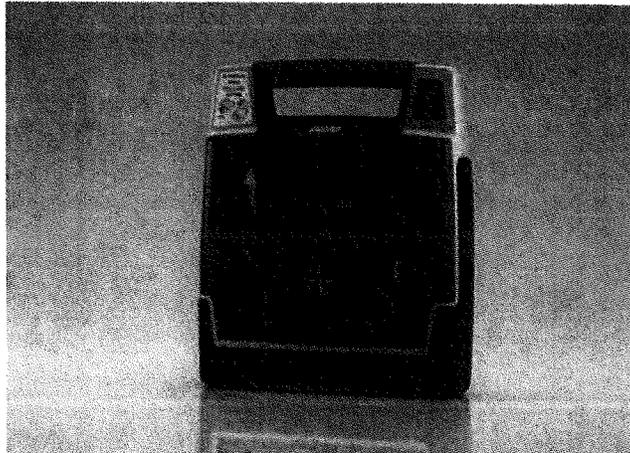
No addenda were issued.

## Electronic Media

Not applicable.

Cardiac Science is submitting this proposal online through BidSync.

## **Additional Response Information: Cardiac Science Powerheart AED G3 Plus**



The Powerheart® AED G3 Plus is the flagship Cardiac Science automated external defibrillator (AED) that features Rescue Ready®, RescueCoach™ and STAR® biphasic technology to make rescues as simple as possible. Available in automatic and semi-automatic models, this AED is ideal for lay rescuers to use in public access defibrillation areas such as schools, athletic fields, and workplace environments. Features include:

- **Readiness:** Rescue Ready® technology self-checks all main AED components (battery, hardware, software, and pads) daily. The AED completes a partial charge of the high-voltage electronics weekly, and a full charge monthly.
- **Ease of Use:** Clear voice prompts and helpful text screen guide the user through the entire rescue operation.
- **Advanced technology:** RescueCoach™ and CPR metronome functionality pace users through chest compressions. In addition, our proprietary STAR® biphasic technology calculates electrical impedance and escalates energy to deliver therapy at an appropriate higher level should a patient require a second shock.
- **Assurance:** Cardiac Science stands behind our Powerheart AEDs with a 7-year warranty, among the longest in the industry, and a 4-year full battery operational replacement guarantee.

Please see Attachment A for additional information and specifications on the Cardiac Science Powerheart G3 Plus AEDs.

## Powerheart AED G3 Plus Benefits

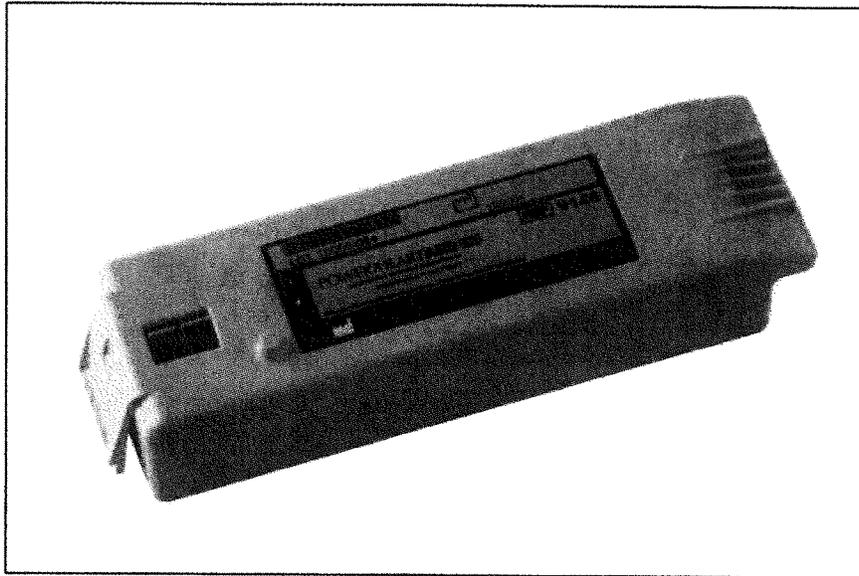
The Powerheart G3 Plus (shown above) is the flagship Cardiac Science AED (Automated External Defibrillator). Its industry-leading features include:

- **Patented automatic shock delivery**
  - ➔ **No shock button required to deliver therapy (semi-automatic version has one clearly-labeled shock button)**
- STAR™ biphasic waveform
  - ➔ Customizes defibrillation for the most effective therapy for each patient
- RescueCoach instructive voice prompts
  - ➔ Audible voice instruction to guide you through the rescue process, including administration of CPR, and a built-in metronome to pace chest compressions
- Digital text display of rescue prompts
  - ➔ Highly effective in a noisy or chaotic environment

### **Each Powerheart G3 Plus Package includes:**

- (1) Powerheart G3 Plus AED
- (1) IntelliSense lithium non-rechargeable battery
- (1) One set of adult electrodes (pre-connected, pre-gelled, self-adhesive, disposable and non-polarized)
- (1) Extra set of adult electrodes
- (1) Ready Kit
- (1) Soft-sided Carrying Case for AED G3
- (1) Quick Start Tool kit (includes Quick Start Guide, CD-ROM with AED Manual, Training video, and Rescuelink software)

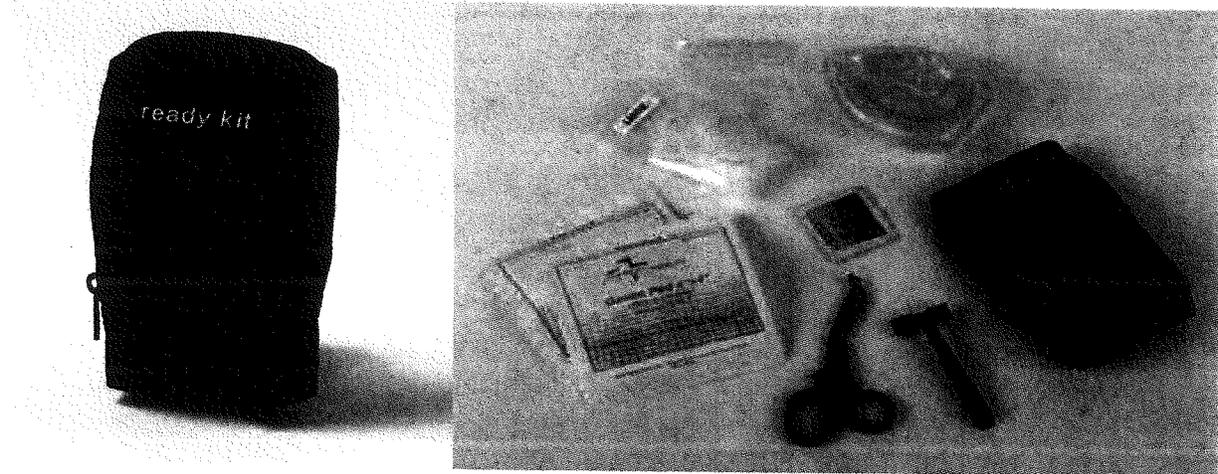
**Please see pictures of equipment included in each G3 Plus Package on next pages.**



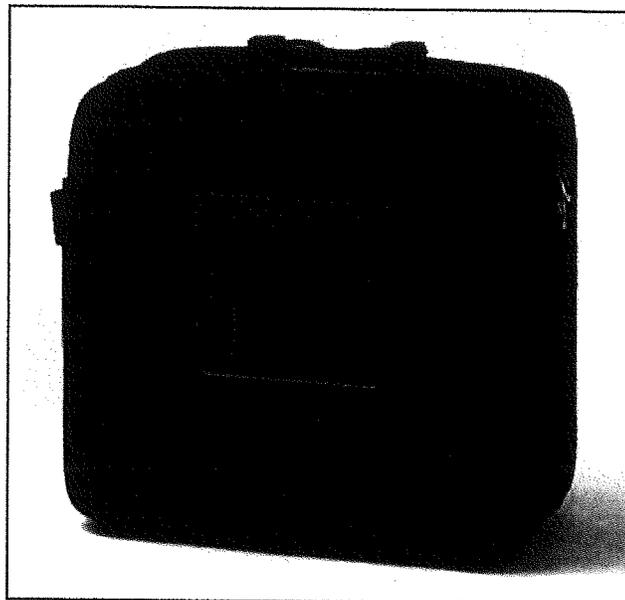
**Intellisense Lithium Battery (Part No. 9146-302).** This Intellisense Lithium Battery is for use in Powerheart AED G3 devices. This non-rechargeable battery comes with a four-year operational guarantee and up to a five-year shelf life.



**Adult Defibrillation Pads (Part No. 9131-001).** These Adult AED Defibrillation Pads are non-polarized so that either pad can be placed in either location on the patient, simplifying the rescue.



**Ready Kit for Powerheart AED (Part No. 5550-005).** This Ready Kit clips onto the carry bag of the Powerheart AED and provides key tools for responding to sudden cardiac arrest. The kit includes: nitrile gloves, razor, scissors, towel, 4" gauze, one-way filter mask, and carabineer attachment.



**AED Carry Bag (Part No. 168-6000-001).** This semi-rigid carry bag with adjustable shoulder strap provides additional protection for your AED and makes it easy to grab the unit in a hurry. The large back pouch stores extra electrodes. Bag is designed to hold Powerheart AEDs so that the Rescue Ready® indicator and pads' expiration dates are visible at all times.

## Reliability

The Powerheart AED provides thorough and automated daily self-testing of each critical component to increase **reliability** and minimize risk and manual intervention.

The Powerheart AED G3 Plus includes Cardiac Science proprietary Rescue Ready technology to self-test all major components (including battery, hardware, software, and pads) daily. By choosing Cardiac Science, instead of catching any issues **DURING** a rescue attempt, PSA members can identify potential issues **PRIOR** to a rescue attempt. Rescue Ready tests include:

- **Daily** automated self-tests to confirm presence and function of electrodes and wires, and test the battery, electrical circuitry and software.
- A **weekly** automated self-test tests the battery, electrical circuitry and software, plus a partial load capacitor charge of electronics.
- A **monthly** automated self-test tests the battery, electrical circuitry and software, plus a full load capacitor charge and discharge test to ensure device readiness for rescue attempts.
- Automatic self-tests are also performed each time the AED is turned on (lid opened) or off (lid closed).

When checking your AED periodically, all you need to do is check the **STATUS INDICATOR IN THE HANDLE** to ensure that it is **GREEN**. When the indicator is **GREEN**, the Cardiac Science Powerheart AED is ready for a rescue. If the indicator is **RED**, simply refer to the Troubleshooting Table in the manual or contact Cardiac Science.

The Powerheart AED also provides real-time SmartGauge battery status indicator. This indicator displays the current battery level. At maximum charge, the battery is GREEN. With use, the GREEN level will gradually decline from right to left as the battery charge level decreases. Once the battery level is depleted, the battery indicator will turn to RED. The battery should be replaced.

## Ease of Use

When considering **ease-of-use**, it is beneficial to keep two things in mind: one, the only known way to rescue a SCA victim is the application of a controlled (defibrillating) shock; and two, the primary parameter that determines whether an SCA patient survives is the time from the onset of the SCA event until successful defibrillation (get the heart started pumping oxygenated blood on its own). According to an American Heart Association study, a person's chances of surviving decrease 10% with each minute that passes from the onset of SCA.

Cardiac Science AEDs are designed to minimize time-to-shock and reduce the potential for rescuer confusion or hesitation, causing unnecessary delays. We employ a simple interface, with the fewest number of CLEAR prompts to guide the user through pad placement and coach them through performing CPR (following the AHA/ERC 2010 CPR and AED Guidelines) and delivering therapy. Powerheart AED features that maximize this ease-of-use include:

- *Zero-button operation.* No On/Off button to push (opening the lid activates the device), and automatic machine will determine whether a shock is needed and deliver a shock with no user action required. (Semi-Automatic device prompts user to push clearly labeled button if and only if a shock is needed.)
- *A simple, uncluttered interface with minimal graphics.* A backlit text screen that displays voice prompts and rescue data, a battery meter, and the electrodes with graphic are what the user sees upon opening the lid.
- *Pre-connected electrodes.* Electrodes that are non-polarized and interchangeable (can be placed in either position on patient) for fast placement.
- *Intelligent prompts that "watch and wait."* For example, the device will repeat "peel one electrode from blue plastic liner, begin peeling at the tabbed corner," until the requested action is actually taken by the responder. This prevents a "run-away" messaging situation that is found in other devices.
- *Rescue Coach CPR voice prompts.* Reminds responders of hand placement and body position, and provides a metronome to guide compression frequency. This also helps non-trained responders to perform effective CPR.

## Advanced Technology

**Advanced Technology** is one of the key differentiators of Cardiac Science Powerheart AEDs. In fact, our engineers have designed automated external defibrillators (AEDs) with some of the most technologically advanced features available today, and our Powerheart AED G3 Plus Automatic was the first fully-automatic AED on the market.

All Powerheart AED G3 models have FDA 510(k) clearance and include the following technologically advanced features:

- The Powerheart AED calculates electrical impedance and if subsequent shocks are necessary, **our proprietary STAR biphasic technology** escalates the energy to deliver therapy at an appropriate, higher level.
- **The Powerheart AED device knows when to (and when not to) deliver a defibrillation shock.** Powerheart AEDs also provide a non-committed shock feature where the AED will automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). The AED informs the rescuer that the heart rhythm has changed, and enters CPR mode.
- Our STAR biphasic truncated exponential defibrillation waveform delivers variable escalating energy **that is customized to each patient's needs** based upon a patient's thoracic impedance. This allows the delivery of an optimized energy level to each patient. This customization adjusts for the unique physical differences between patients. Our STAR biphasic truncated exponential waveform, which has a demonstrated first shock efficacy of 100%, also responds to patients' Cellular Response Curve by providing charge balancing, with a waveform that achieves a charge balancing index (CBI) of greater than 99% over most patient impedances.
- The Powerheart AED includes an Intellisense battery that has a redundancy feature and is capable of delivering at least 9 more defibrillation shocks **after the first "Battery Low" prompt is issued.**
- The Powerheart AED includes a **built-in metronome** (which can be switched off) to set the pace for CPR compressions.

## Warranty and Indemnification

Cardiac Science offers one of the longest warranties in the industry, **7 years for both parts and labor**. In the unlikely event your Powerheart AED requires repair, there is no charge for device repairs during the warranty period. Please see Attachment C Limited Warranty for details.

In addition, by choosing Cardiac Science Powerheart AEDs, Mellanox will have the most **comprehensive and thorough indemnification coverage policy** available:

- Cardiac Science will indemnify **any** person or entity who purchases, rents, leases or uses/deploys an AED from CSC or one of its authorized distributors. This provides more coverage for responders such as civilians, employees, and visitors. This policy is superior to the policies of competitors, which often cover **only** “trained/certified responders.”
- Our industry-leading indemnification policy defends and indemnifies your organization in the event of a third party claim.

Please see our Attachment D, our Indemnification Policy, for further details.

## Rescue Ready Quick Response Program Management

Cardiac Science has implemented more than 20,000 AED programs worldwide to help communities and organizations become heart safe. Working with Cardiac Science, you benefit from:

- *Simplicity.* It's simple to sign up for AED/CPR courses.
- *Accountability.* Work with educators who have taught more than 350,000 students in heart safe programs.
- *Expertise.* Benefit from training that has received a 98 percent approval rating.
- *Security.* A system that alerts you when responders need retraining or when it's time to replace equipment.
- *Functionality.* MasterTrak™ makes record keeping easy.

A key offering of Cardiac Science is MasterTrak, the industry's leading documentation and record keeping system. With MasterTrak, you can:

- Store all program information and ensure compliance and proper record keeping
- Access data 24/7 with secure levels of access
- Enable Organizational 'Parent' Contact – Each appropriate individual location contact can log on and view information, expiration dates, etc., for all Cardiac Science AEDs throughout the company
- Enable Site Specific Contact – Each appropriate individual location contact will see only data for that particular location when he/she logs on
- Receive comprehensive program information delivered automatically via E-minders
- Save time with all data entry by Cardiac Science

Benefit from an established and refined process designed to ensure a controlled, standardized, consistent and high-quality program.

## **Powerheart AED Annual Service Visits**

To ensure your Powerheart AEDs are always in full working order, Cardiac Science offers annual service visits. When you add service visits to your purchase of Cardiac Science AEDs, once a year a Cardiac Science factory-certified technician\* will come onsite to check your AEDs and perform the annual recommended service maintenance per our user manual.

The technician will also replace any disposables (with genuine Cardiac Science parts) that have expired or are due to expire prior to the next routine service visit; this includes replacement of adult and pediatric electrodes and batteries at **no additional cost\*\***. Additionally, equipment and accessory expiration dates are stored and tracked in our MasterTrak database system.

Good Samaritan legislation requires proper maintenance and service of AED critical components, as well as tracking/documentation of maintenance. Cardiac Science Rescue Ready Annual Service Visits ensure all AEDs are properly maintained.

Annual service visits also include post-event service. When an AED is deployed, a Cardiac Science technician will come onsite, download the rescue data, replace any disposables used, and make sure your Powerheart AED is again Rescue Ready.

Annual service visits provide:

- PEACE OF MIND
- EASY ANNUAL BUDGETING
- TRACKING COMPLIANCE (Pad and battery expiry dates)

As another value add for our Annual Service Customers:

If the AED requires any software updates, Cardiac Science provides onsite support for those customers who wish to have our Technicians perform the updates rather than doing it themselves.

**\*\* UP TO TWO SETS OF ELECTRODES, ONE BATTERY & ONE SET OF PEDIATRIC PADS EACH YEAR**

**\*Note: Cardiac Science technicians are employees of Cardiac Science and undergo background and drug screening.**

## Attachments

Attachment A	Cardiac Science Powerheart G3 Plus Brochure
Attachment B	Rescue Ready AED Management Brochure
Attachment C	Cardiac Science Warranty Statement
Attachment D	Cardiac Science Indemnification Policy

# The POWERHEART® AED G3 Plus

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

## Appropriate Locations

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

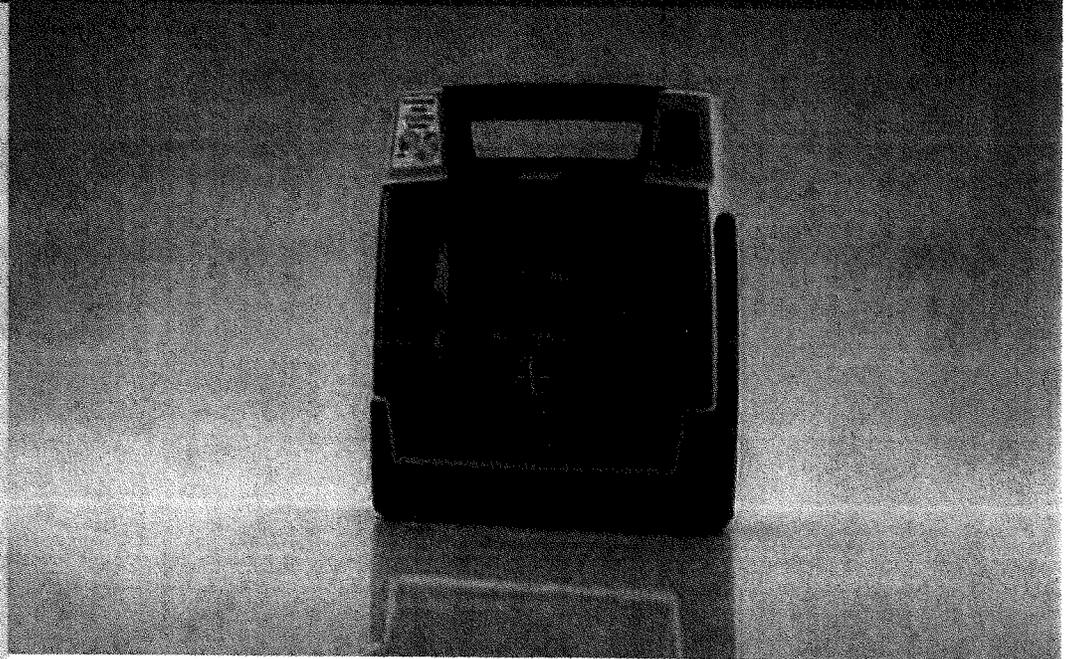
## Primary Benefits

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

### Ease of Use.

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

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



## Rescue Ready® performance sets Powerheart AEDs apart

Our Rescue Ready technology distinguishes us among competitors.

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

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

## Most anyone can operate a Powerheart AED G3 Plus

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

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

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

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

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



# The POWERHEART® AED G3 Plus

TECHNICAL SPECIFICATIONS	
<b>DEFIBRILLATOR</b> Operations Waveform Allowable Energy Range (J) Protocols Factory default (nominal) Voice prompts CPR cadence Text screen Visible indicators Audible alerts Synchronized shock Pacemaker pulse detection Programmable Pediatric capability Warranty	9390A (fully automatic version) and 9390E (semi-automatic version) STAR® biphasic truncated exponential Escalating Variable Energy (VE) 95J to 351J 5 energy protocols available 200VE, 300VE, 300VE RescueCoach voice instructions guide user confidently through rescue process Metronome for compression frequency Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display Voice prompt, system alert Built-in automatic synchronization feature Yes Yes, via MDLink® Yes 7 years
<b>PADS</b> Minimum combined surface area Extended length of lead wire Supplied Type Shelf life	228 cm <sup>2</sup> (35.3 sq in) 1.3 m (4.3 ft) Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads 2 years
<b>BATTERY</b> Type Guarantee	IntelliSense® lithium battery 4-year, full operational replacement
<b>AUTOMATIC SELF-TESTS</b> Daily Weekly Monthly	Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
<b>EVENT DOCUMENTATION</b> Type Internal memory ECG playback Communications Clock synchronization	Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality Viewable via Rescuelink® software via PC Serial port or USB (via adapter) for PC with Windows Rescue event time stamp of event data
<b>DIMENSIONS (H x D x W)</b>	8 cm x 31 cm x 27 cm (3.3 in x 12.4 in x 10.6 in)
<b>WEIGHT</b>	3.1 kg (6.6 lb)
<b>MODEL NUMBERS</b> 9390A-501 9390E-501	Powerheart AED G3 Plus Automatic with 2010 AHA/ERC Guidelines protocols Powerheart AED G3 Plus Semi-Automatic with 2010 AHA/ERC Guidelines protocols  Each AED package includes (1) defibrillator, (1) IntelliSense battery (9146), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit including CD-Rom with AED Manual, Training Video, Rescuelink and MDLink, and serial communication cable

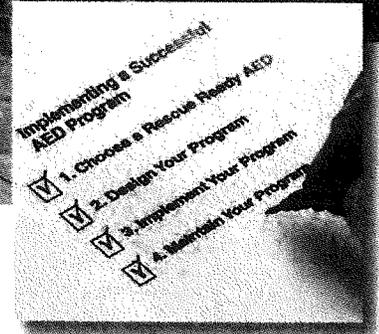
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# Rescue Ready® AED Management Services



A well-designed AED program will save lives.



# Rescue Ready

# AED Management Services

We manage the details. You save lives.

Cardiac Science automated external defibrillators (AEDs) are more likely to save lives when they are implemented as part of a broader AED program designed, implemented and managed specifically for your organization. In fact, when your organization becomes a Rescue Ready AED Management Services member, data show survival rates increase to more than 50 percent, up from the national average of only 5 percent.\*

Every day we hear reports from partners who have saved lives because of well-designed AED program.

## Why should you allow us to manage your program?

For starters, Cardiac Science has designed more than 20,000 Rescue Ready AED programs worldwide to help communities, schools and workplaces implement successful AED programs.

We then customize your program to meet your organization's needs and include these services:

- Medical direction and AED prescriptions as required by your location.
- Site assessment by a Cardiac Science technician to determine optimal AED quantity and placement. (optional)
- Helpful email reminders (e-Minders) informing you of pad and battery expiration dates and upcoming training dates.

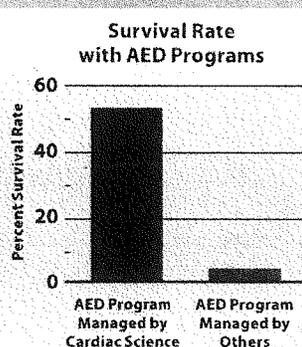
- Hands-on CPR/AED training by Cardiac Science educators to ensure your staff will have the knowledge and confidence to act. Our educators have taught more than 350,000 students and receive a 98 percent approval rating.
- The powerful MasterTrak™ solution that provides ongoing record keeping including your AED inventory, locations, serial numbers, and helps you ensure your AEDs are ready for an emergency.
- Maintenance from factory-certified AED technicians to perform scheduled service inspections and replace expired electrodes and/or batteries.

Let us remove the burden of managing an AED program so your organization can focus on saving lives.

*\* Data based on records compiled by Cardiac Science on its Rescue Ready customer base.*

## How to Increase Survival Rates

Cardiac Science has successfully designed, implemented and managed more than 20,000 AED programs. Based on these data, when Cardiac Science manages an AED program, survival rates average above 50 percent. Without our services, AED programs average only a 5 percent survival rate.



# How to implement a successful AED program:

## STEP 1: Choose a Rescue Ready AED



### **Powerheart AEDs are always Rescue Ready**

- Our AEDs self-check all main AED components (battery, hardware, software, and pads) daily
- Our AEDs complete a partial charge of the high-voltage electronics weekly, and a full charge monthly

## STEP 2: Design Your Program



### **Cardiac Science designs your program to your needs**

- Our solution is adaptable to any AED environment: from schools to corporations to any public places
- We provide training programs in accord with American Heart Association and European Resuscitation Council
- We assist with medical direction in places where it is required
- We assess your facility to determine the ideal number and location of your devices

## STEP 3: Implement Your Program



### **Cardiac Science implements your program seamlessly**

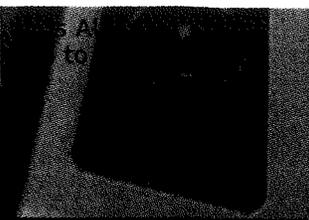
- Our team will provide medical direction, including an AED prescription
- Our expert educators will train personnel to ensure knowledgeable people are ready to utilize the AED in an emergency
- We ensure devices are maintained and a qualified person is responsible for the program

## STEP 4: Maintain Your Program



### **Cardiac Science maintains your program through MasterTrak**

- We track devices, training certificates and service records to provide accurate record keeping for auditing and program validation
- We monitor expiration dates for batteries, pads, accessories, etc.
- We track CPR card certificates
- We provide answers to questions and solutions to problems, helping maintain a successful program



### 1. CHOOSE A RESCUE READY AED

- 9390A Powerheart G3 Plus Automatic     9390E Powerheart G3 Plus Semi-Automatic

### 2. CHOOSE A COMPLETE RESCUE READY PROGRAM MANAGEMENT PLAN

SELECT ONE	PART NUMBER	PROGRAM	PROGRAM DURATION	CPR/AED TRAINING COURSE	MEDICAL OVERSIGHT	FIRST AID TRAINING COURSE	MASTERTRAK & E-MINDERS
<input type="checkbox"/>	9935-001	ECSI Quick Response Program Management	Two years	ECSI Training – one course for up to 10 students	X		X
<input type="checkbox"/>	9935-002	ECSI Total Response Program Management	Two years	ECSI Training – one course for up to 10 students	X	X	X
<input type="checkbox"/>	9934-001	AHA Quick Response Program Management	Two years	AHA Heartsaver AED/CPR Training – one course for up to 10 students	X		X
<input type="checkbox"/>	9934-002	AHA Total Response Program Management	Two years	AHA Heartsaver AED/CPR training – one course for up to 10 students	X	X	X

### 3. SELECT SERVICE PLAN

SELECT	PART NUMBER	PROGRAM	PROGRAM DURATION	INCLUDES
<input type="checkbox"/>	9940-004	Monthly Service Visits	One year	<ul style="list-style-type: none"> <li>Regularly scheduled visits from a factory-certified technician to ensure that your AED is operating correctly</li> <li>No-charge replacements for up to two adult electrodes, one pediatric electrode, and one battery annually</li> <li>A recommended annual service inspection</li> <li>Post-event service</li> <li>24/7 emergency support</li> <li>Helpful e-Minders</li> </ul>
<input type="checkbox"/>	9940-003	Quarterly Service Visits	One year	
<input type="checkbox"/>	9940-002	Semi-annual Service Visits	One year	
<input type="checkbox"/>	9940-001	Annual Service Visits	One year	
<input type="checkbox"/>	9940-024	Monthly Service Visits	Two years	
<input type="checkbox"/>	9940-023	Quarterly Service Visits	Two years	
<input type="checkbox"/>	9940-022	Semi-annual Service Visits	Two years	
<input type="checkbox"/>	9940-021	Annual Service Visits	Two years	

### 4. OPTIONAL ADDITIONAL SERVICES

SELECT	PART NUMBER	PROGRAM	INCLUDES
<b>MEDICAL OVERSIGHT</b>			
<input type="checkbox"/>	9928-002	Medical Oversight & MasterTrak with e-Minders	<ul style="list-style-type: none"> <li>A licensed physician ensures education requirements are met, develops response protocols and provides instruction on post-event reporting</li> <li>Meticulous record keeping of all associated AED program components</li> <li>Monitoring program equipment inventory, locations, and serial numbers</li> <li>Tracking expiration dates of pads and batteries</li> <li>Keeping records of certification dates and employee training records</li> <li>24/7 program access</li> <li>e-Minders provide monthly inspection reminders, equipment and supplies expiration dates, staff recertification reminders and contract expiration dates</li> </ul>
<b>ADDITIONAL EDUCATION</b>			
<input type="checkbox"/>	9922-001	Online AED Refresher Course	<ul style="list-style-type: none"> <li>e-Learning course reviews student training</li> <li>Occurs 12 months after completion of class</li> <li>Up to 10 students</li> </ul>
<input type="checkbox"/>	9939-001	Oxygen Administration Certified Course	<ul style="list-style-type: none"> <li>Must be taught in combination with Total Response Program</li> <li>Must be delivered at the same site and on the same day as the CPR/AED course</li> <li>Up to 10 students</li> </ul>
<input type="checkbox"/>	9921-001	Blood-borne Pathogens Certified Course	<ul style="list-style-type: none"> <li>Supplement to the CPR/AED course</li> <li>Must be delivered at the same site and on the same day as the CPR/AED course</li> <li>Up to 10 students</li> </ul>

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# Limited Warranty

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

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

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

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

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

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

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

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

##### **Limited Warranty Obligation: Exclusive Remedy**

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

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

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

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

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

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

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

**This Limited Warranty is Void if:**

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

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

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



## Cardiac Science Corporation AED Indemnification Policy

### Policy

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

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

Coverage is effective for the life of the AED.

### Customer Responsibilities

Indemnification is contingent upon the following:

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

### Defense of Claims

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

