

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

**FOR:** The Department of Education and, School Entities including, Vocational-Technical Schools, Charter Schools, Intermediate Units, Nonpublic Schools or School Districts Only.

**SUBJECT:** AGENCY NOTIFICATION OF AWARD

**CONTRACT NAME:** Automatic External Defibrillators (AED's)  
**CONTRACT PERIOD:** Beginning September 1, 2001 and Ending August 31, 2002

**CONTRACT MANUAL INDICATOR: None**  
**CONTRACT RESTRICTION CODE: 2**

**FIELD PURCHASE ORDERS:** Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept field purchase orders, which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order, which is issued through EDI, shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

**IDENTIFICATION NUMBER:** The contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

**SUPPLY IDENTIFICATION NUMBER:** Each item shown on the Field Purchase Order must be identified by its complete Supply number.

**TAXES:** The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is **23740001-K**. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

**ACCEPTANCE:** Payment should not be construed by the awarded contractor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

**ASSIGNMENT OF ANTITRUST CLAIMS:** Contractor and the Commonwealth recognize that in actual economic practice, overcharges by contractor's suppliers resulting from violations of State or Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all right, title and interest in and to any claims contractor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

**ORDERS UNDER \$1,500.00:** For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

**OPTION TO EXTEND:** The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

**PROVISIONS FOR PIGGYBACKING OFF OF THIS CONTRACT:** Act 57 of May 15, 1998 permits school entities to participate in those contracts for supplies, services, or construction entered into by the Department of General Services that are made available to school entities. A "school entity" is defined as: Department of Education and school entities including vocational-technical schools, charter schools, intermediate units, nonpublic schools or school districts only.

**SCOPE:** Through this invitation for bids, the Commonwealth intends to purchase an estimated quantity of 1,128 automated external defibrillators (AEDs) in compliance with Act 4 of 2001. The intention of the Act is to supply up to two (2) AEDs to each school district; one (1) AED to each intermediate unit; and one (1) AED to each area vocational-technical school.

The successful bidder shall also agree to supply additional quantities of the specified AEDs, at the resultant bid pricing, to any school entity. The pricing shall be available for the period September 1, 2001 through August 31, 2002.

**OPTION TO RENEW:** The contract or any part of the contract may be renewed for two (2) additional year(s) term by mutual agreement between the Commonwealth and the Contractor. If the Contract is renewed, the same terms and conditions shall apply.

**MINIMUM ORDER:** The minimum order placed against this contract qualifying for FOB delivered prices, shall be one unit.

**FIELD PURCHASE ORDER:** Field purchase orders may have various "ship to" locations.

**CONTRACTOR REQUIREMENTS:** The contractor is required to provide a summary report to the Department of Education, a monthly report, due by Friday of the first week following the end of the month, identifying the school entities that received AEDs during the preceding month and listing the number of AEDs units shipped to each school entity during that month. The contractor is also required to provide a comprehensive report to the Department of Education, by June 1, 2002, identifying all school entities that received AEDs during the September (or June, if the contract is renewed) through May 31, time period and listing the number of AEDs units shipped to each school entity.

**PRICE ADJUSTMENT CLAUSE:** The Commonwealth shall review prices on an annual basis and compare the unadjusted current Producer Price Index Commodity Code with the base. A multiplier will be calculated by dividing current price by base price. A multiplier of 1. + will result in an increase in all prices; a multiplier of less than 1. will result in a decrease in all prices.

The current Producer Price Index Commodity will be reviewed for July in any preceding year; the price change effective dates will be established August 15 and will be effective, if the contract is renewed, for the renewal term. There will be no change made in the three-month option to extend period, if the Commonwealth exercises its option to extend.

The Producer Price Index number will be 3845-2, Electrotherapeutic Equipment. The PPI for July 2001 is 78.9.

**RETURN GOODS POLICY:** Medtronics Physio-Control Corporation reserves the right to charge a 15% restocking fee on all returned goods.

**DELIVERIES:** All AEDs ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order, unless otherwise agreed to, in writing, by the Department of General Services. If no delivery date is specified, then it is understood that delivery time will be 30 ARO.

**ESTIMATED QUANTITIES:** It shall be understood and agreed that any quantities listed in this invitation for bids are estimated only and may be increased or decreased in accordance with the actual requirements of the school entities through Act 4 of 2001.

**SPECIFICATIONS:****MINIMUM SPECIFICATION FOR AUTOMATED EXTERNAL DEFIBRILLATOR**

Automatic External Defibrillator (AED) life saving system. Each AED shall be capable of biphasic truncated exponential shock waveform. Each AED shall have FDA approval. Each AED shall be packaged in a self-containing carry case, which includes the AED, electrodes, and any other elements essential to its use.

Energy: Adaptiv Biphasic Technology, escalating variable levels 200, 300, 360 joule. Device must be programmable for variable energy level.

Prompts: The AED shall include comprehensive voice instruction to guide user through the rescue process including pulse checks and CPR. If there is an ECG rhythm screen, it must be programmable to be blank.

Instrumentation/Indicators: The AED shall include "ready status" indicator, battery indicator and service-required indicator with audible alarm. One multi-function indicator is acceptable.

Diagnostics: Each AED shall include daily checks of the electrodes and battery and more extensive monthly diagnostic checks of its components, to include, but not limited to, the circuitry and delivery system.

Electrodes/Pads: Each AED shall include two (2) sets of Quik-Combo pacing ECG/defibrillation electrodes, with one set pre-connected of disposable, self adhesive, gelled pads with a minimum shelf life of eighteen months from date of shipment.

Batteries: One (1) battery shall be included with each unit., which shall be a four (4) year (warranted) operating and shelf life non-rechargeable lithium battery. Battery to be capable of providing a minimum of 100 discharges at 360 Joule.

AED/ECG Recording and Information Documentation: Each AED shall provide internal event and ECG documentation to be downloaded via a serial cable directly to a Windows based PC. All data transfer, review and management software and required cables to be included with each AED.

Memory: One (1) hour ECG and event recording.

Adaptiv Biphasic Technology  
Data Transfer 500 Software Kit  
Soft-sided Carrying Case  
2-Year Defibrillation Electrodes

**INQUIRIES:** Direct all questions concerning this contract as contained herein to:

Cheryl Wenger, Buyer  
Bureau of Purchases  
414 North Office Building  
Harrisburg PA 17125  
717-787-4775, Fax: 717-783-6241  
E-mail: [chwenger@state.pa.us](mailto:chwenger@state.pa.us)

**CONTRACTOR LIST**

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units, which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

Act 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X	91-0697691		Medtronics Physio-Control Corp. P. O. Box 97023 Redmond, WA 98073-9723	800-442-1142	800-732-0956	Mr. Reed Hubbard

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MODEL	MANUFACTURER	UNIT	UNIT PRICE	VENDOR FIN
1	6515-0600-002	<p>Automatic External Defibrillator (AED) life saving system. Each AED shall be capable of biphasic truncated exponential shock. Each AED shall have FDA approval. Each AED shall be packaged in a self-containing carry case, which includes the AED, electrodes, and any other elements essential to its use.</p> <p><b>Energy: Adaptiv Biphasic Technology, escalating variable levels 200, 300, 360 joule. Device must be programmable for variable energy level.</b></p> <p><b>Prompts: The AED shall include comprehensive voice instruction to guide user through the rescue process including pulse checks and CPR. If there is an ECG rhythm screen, it must be programmable to be blank.</b></p> <p><b>Instrumentation/Indicators: The AED shall include "ready status" indicator, battery indicator and service-required indicator with audible alarm. One multi-function indicator is acceptable.</b></p> <p><b>Diagnostics: Each AED shall include daily checks of the electrodes and battery and more extensive monthly diagnostic checks of its components, to include, but not limited to, the circuitry and delivery system.</b></p>	<p><b>Lifepak 500 Adaptiv Biphasic Technology</b></p>	<p><b>Medtronic Physio-Control Corp.</b></p>	<p>Each</p>	<p>\$1,445.00</p>	<p>91-0697691</p>

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	MODEL	MANUFACTURER	UNIT	UNIT PRICE	VENDOR FIN
		<p><i>Electrodes/Pads: Each AED shall include two (2) sets of Quik-Combo pacing ECG/defibrillation electrodes, with one set pre-connected of disposable, self adhesive, gelled pads with a minimum shelf life of eighteen months from date of shipment.</i></p> <p><i>Batteries: One (1) battery shall be included with each unit, which shall be a four (4) year (warranted) operating and shelf life non-rechargeable lithium battery. Battery to be capable of providing a minimum of 100 discharges at 360 Joule.</i></p> <p><i>AED/ECG Recording and Information Documentation: Each AED shall provide internal event and ECG documentation to be downloaded via a serial cable directly to a Windows based PC. All data transfer, review and management software and required cables to be included with each AED.</i></p> <p><i>Memory: One (1) hour ECG and event recording.</i></p> <p><i>Adaptiv Biphasic Technology</i>  <i>Data Transfer 500 Software Kit</i>  <i>Soft-sided Carrying Case</i>  <i>2 Year Defibrillation Electrodes</i></p>					

Contract Number: 6520-02  
Change Number: 1  
Change Effective Date : 9/1/02

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: THE DEPARTMENT OF EDUCATION AND, SCHOOL ENTITIES INCLUDING, VOCATIONAL-TECHNICAL SCHOOLS,  
INTERMEDIATE UNITS, NONPUBLIC SCHOOLS OR SCHOOL DISTRICTS ONLY  
Subject: AUTOMATIC EXTERNAL DEFIBRILLATORS (AED'S)  
Contract Period: Effective date of SEPTEMBER 1, 2001 and Expiration date of AUGUST 31, 2002 (RENEWED TO AUGUST 31, 2003)  
Buyer Name: 75/Cheryl Wenger, 717-787-4775 or email chwenger@state.pa.us

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in this contract, the Commonwealth, with the mutual consent of the vendor, has agreed to renew for an additional one (1) year period. This is the first (1<sup>st</sup>) renewal of two (2) additional year terms allowed on the contract. The renewal period will be from September 1, 2002 through August 31, 2003.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



Contract Reference Number: 6520-02  
Collective Number: 4600002050  
Change Number: 2  
Change Effective Date : 9/1/03

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

For: The Department of Education and School Entities including Vocational-Technical Schools, Charter Schools, Intermediate Units, Nonpublic Schools or School District Only.  
Subject: AUTOMATIC EXTERNAL DEFIBRIALLATORS (AED'S)  
Contract Period: Effective date of September 1, 2001 and Expiration date of August 31, 2002 (Renewed thru August 31, 2004)  
Buyer Name: 75/Cheryl Wenger, 717-787-4775 or email chwenger@state.pa.us

CHANGE SUMMARY:

In accordance with the Option to Renew Clause in this contract, the Commonwealth, with the mutual consent of the vendor, Medtronics Physio-Control Corporation, has agreed to renew for an additional one (1) year period. This is the second (2<sup>nd</sup>) and final renewal allowed on the contract. The renewal period will be from September 1, 2003 through August 31, 2004.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORGINALLY WRITTEN.

Labels: