



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 1, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Roxann M. Parker
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE – ADDENDUM #1 Effective July 1, 2013**
CONTRACT NO. GSS12411-SAED
SEMI AUTOMATED EXTERNAL DEFIBRILLATORS

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid for a one (1) year period from July 1, 2012 through June 30, 2013. Each contract may be renewed for three (3) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for one additional year and is effective through June 30, 2014.

3. VENDORS:

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Physio-Control, Inc.
11811 Willows Rd. NE
Redmond, WA 98052
Contact: Vince Pettit
Phone: 800-442-1142 x 74330
Fax: 425-867-4970
rs.physiocontracts-east@physio-control.com
FSF#0000034996

Southeastern Emergency Equip.
PO Box 1097
Youngsville, NC 27596
Contact: Kaile Rizzo
Phone: 800-334-6656 x 231
Fax: 888-556-1048
Kaile.rizzo@seequip.com
FSF#0000031978

4. SHIPPING TERMS:

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F.O.B. destination, freight pre-paid.

5. DELIVERY AND PICKUP:

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Delivery lead times are included on the Appendix A pricing spreadsheet.

6. PRICING:

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Prices will remain firm for the term of the contract year.
See Award Notice Pricing Spreadsheet for all pricing for this contract.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

Vendor shall provide Semi Automated External Defibrillators and associated accessories according to the Technical Specifications:

- a) Unit must be approved for use by the U.S. Food and Drug Administration.
- b) Unit must be semi-automatic with NO manual over-ride capability.
- c) Must be Bi-Phasic technology, with pediatric capabilities.
- d) Unit shall meet current American Heart Association Emergency Cardiac Care guidelines for Automated External and Semi-Automated External Defibrillators.
- e) Unit must be able to connect to disposable, self-adhesive defibrillation pads with pre-attached integrated cable.
- f) Unit must have a download data-recording device capable of recording up to 30 minutes of EKG data.

- g) Data recorder may be either removable PC card or direct connect to a PC with cable or IrDa device.
- h) Manufacturer or vendor shall provide at NO CHARGE the necessary technical and software programming assistance to enable Semi-Automated External Defibrillators direct download to the state's current electronic patient reporting system.
- i) Unit must have the ability to self-test internal circuitry, waveform delivery system and verify calibration of key circuitry and battery condition at least once per day.
- j) Manufacturer shall provide a minimum of 5-year unconditional warranty on the unit. Service will be provided onsite by manufacturer certified technician or manufacturer will provide replacement unit.
- k) Unit battery shall be able to operate the unit for a period of up to 5 years or 300 defibrillations.
- l) Unit shall be shipped fully stocked with 2 sets of adult defibrillation pads and 1 set of pediatric defibrillation pads. Pads may be shown as a separate line item but cost shall be included in total price for unit.
- m) Unit shall come equipped with a carrying case. Case may be shown as a separate line item but cost shall be included in total price for unit. Unit shall be shipped fully Pediatric capable.
- n) A Personal Protection Kit shall be provided for each Semi-Automated External Defibrillator. The Personal Protection Kit may be shown as a separate line item, however the cost shall be included in the total price for the unit.
- o) Manufacturer must provide full training by an experienced person on unit(s) to the satisfaction of using agency or other entity at no cost to the State. This will include, but not be limited to: training videos, training cards and user booklets.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.