



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CPR SAVERS & FIRST AID SUPPLIES LLC
7904 E CHAPARRAL RD
STE A 110--242
SCOTTSDALE, AZ 85250
United States

AUTOMATED EXTERNAL DEFIBRILATORS MPA-370 4/1/14 - 12/31/18	
Award Number 3367666	Effective Period: 01-APR-14 - 31-DEC-18

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date:	07-MAR-14
Buyer:	C Meillo
Shipping:	Paid
Terms:	NET 30
Vendor#:	35124

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

4/1/14 - 12/31/18

AUTOMATED EXTERNAL DEFIBRILATORS PER SPECS AND DOCUMENTS OF PUBLIC BID 7536376

AUTOMATIC EXTERNAL DEFIBRILLATORS TO BE USED BY THE DEPARTMENTS AND AGENCIES OF THE STATE, CTIES AND TOWNS, SCHOOL DISTRICTS, GOVERNMENTAL SUBDIVISIONS AND THE COLLEGES (RI COLLEGE AND CCRI) AND UNIVERSITY (URI) WITHIN THE STATE OF RHODE ISLAND

ATTACHED ARE PRICE LISTS FOR THE MODELS AND ACCESSORIES THAT VENDOR WILL MAKE AVAILABLE.
DEFIBTECH - LIFELINE
PRICING ATTACHED
8 YEARS WARRANTY

SHIPPING IS TO BE PART OF PRICE.
SUBMIT NEW PRODUCT LIST AS EQUIPMENT IS UPDATED.
PRICES MAY BE ADJUSTED AT THE END OF THE SECOND (2ND) AND FOURTH (4TH) YEARS BY SUBMITTING UPDATED PRICE LISTS.
VENDOR MUST BE AN AUTHORIZED DISTRIBUTOR

SUPPLIER CONTACT:
CAROLE DISKIN
PHONE: (480) 946-12147
FAX: (480) 422-8521
EMAIL: carole@cpr-savers.com

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is Issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

AED (includes Adult Pads, Battery, CPR Responder Kit, AED Decal, AED Inspection Tag, Instruction Card, User Manual)	Defibtech	Lifeline AED (Semi- Automatic)	DCF-A100-EN	One	Eight Years	\$ 920.32	\$ 920.32	\$ 920.32	\$ 947.93
AED (includes Adult Pads, Battery, CPR Responder Kit, AED Decal, AED Inspection Tag, Instruction Card, User Manual)	Defibtech	Lifeline AED (Fully automatic)	DCF-A120-EN	One	Eight Years	\$ 966.49	\$ 966.49	\$ 966.49	\$ 995.49
Adult Pad Package			DDP-100A	One Set		\$ 29.14	\$ 29.14	\$ 29.14	\$ 30.01
Pedi Padz II			DDP-200P	One Set		\$ 75.91	\$ 75.91	\$ 75.91	\$ 78.19
Battery			DCF-200	One		\$ 114.25	\$ 114.25	\$ 114.25	\$ 117.68
Carry Case			DAC-100	One		\$ 75.91	\$ 75.91	\$ 75.91	\$ 78.19
Cabinet			145SM	One		\$ 50.00	\$ 50.00	\$ 50.00	\$ 51.50
Cabinet w/Alarm			145SM-ALS	One		\$ 52.50	\$ 52.50	\$ 52.50	\$ 54.08
Cabinet w/Alarm&Strobe			145SMS-ALS	One		\$ 160.07	\$ 160.07	\$ 160.07	\$ 164.87
Stand-alone Trainer			DCF-A350T-EN	One		\$ 305.95	\$ 305.95	\$ 305.95	\$ 315.13
Trainer Pad Package			DDP-101TR	One		\$ 22.24	\$ 22.24	\$ 22.24	\$ 22.90
Pediatric Training Pad Package			DDP-201TR	One		\$ 22.24	\$ 22.24	\$ 22.24	\$ 22.90

		Lifeline View			
		Defibtech	AED	Eight years	
AED (includes Adult Pads, Battery, CPR Responder Kit, AED Decal, AED Inspection Tag, Instruction Card, User Manual)				\$ 1,197.34	\$ 1,197.34
Adult Pads	DCF-A2310EN	One	One Set	\$ 45.24	\$ 45.24
Pediatric Pads	DDP-2001	One Set	One Set	\$ 75.91	\$ 75.91
Battery	DDP-2002	One	One	\$ 129.59	\$ 129.59
Carry Case	DCF-2003	One	One	\$ 75.91	\$ 75.91
Cabinet	DAC-2100	One	One	\$ 50.00	\$ 50.00
Cabinet w/Alarm	145SM	One	One	\$ 52.50	\$ 52.50
Cabinet w/Alarm&Strobe	145SMS-ALS	One	One	\$ 160.07	\$ 160.07
					\$ 1,233.26

		Lifeline ECG AED			
		Defibtech	AED	Eight Years	
AED (includes Adult Pads, Battery, CPR Responder Kit, AED Decal, AED Inspection Tag, Instruction Card, User Manual)				\$ 1,535.92	\$ 1,535.92
Adult Pads	DCF-A2460EN	One	One	\$ 45.24	\$ 45.24
Pediatric Pads	DDP-2001	One	One	\$ 75.91	\$ 75.91
Battery	DDP-2002	One	One	\$ 129.59	\$ 129.59
Carry Case	DCF-2003	One	One	\$ 75.91	\$ 75.91
Cabinet	DAC-2100	One	One	\$ 50.00	\$ 50.00
Cabinet w/Alarm	145SM	One	One	\$ 52.50	\$ 52.50
Cabinet w/Alarm&Strobe	145SMS-ALS	One	One	\$ 160.07	\$ 160.07
					\$ 1,582.00

		Lifeline Pro AED			
		Defibtech	AED	Eight Years	
AED (includes Adult Pads, Battery, CPR Responder Kit, AED Decal, AED Inspection Tag, Instruction Card, User Manual)				\$ 1,720.60	\$ 1,720.60
Adult Pads	DCF-A2410EN	One	One	\$ 45.24	\$ 45.24
Pediatric Pads	DDP-2001	One	One	\$ 75.91	\$ 75.91
Battery	DDP-2002	One	One	\$ 129.59	\$ 129.59
Carry Case	DCF-2003	One	One	\$ 75.91	\$ 75.91
Cabinet	DAC-2100	One	One	\$ 50.00	\$ 50.00
Cabinet	145SM	One	One	\$ 52.50	\$ 52.50
					\$ 1,772.22

FINALLY

One We Can All Use

Give your employees the highest chance of survival by providing access to the one AED they can all use.



defibtech

Life-Saving Technology Within Reach



FINALLY One We Can All Use and take action
FINALLY One We Can All Use with confidence
FINALLY One We Can All Use because video shows us every move
FINALLY One We Can All Use in the event of a cardiac arrest in your workplace

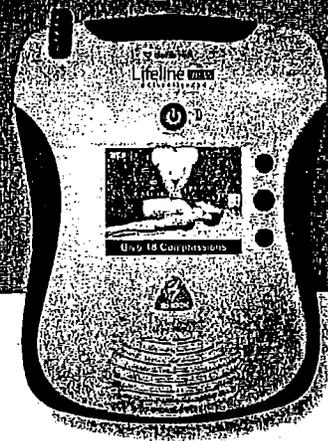
Like a game of cards, life is full of risk and with 1,000 people suffering a cardiac arrest per day, having access to the right AED is the winning hand. The National Survival rate of 3% has risen as high as 74% in casinos simply because access to an AED was available, according to the New England Journal of Medicine.

"... men at age 40 in the U.S. have a one-in-eight chance of suffering sudden cardiac death over the rest of their lives" explains Winslow in the WSJ.

The Lifeline VIEW, by Defibtech, accommodates users of all levels and adapts videos instantaneously from initial contact through every heart beat (ECG). Animated video, crisp clear audio and rich text packaged in a stylish, lightweight portable console provides everybody the support needed to confidently take action and save a life.

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SUDDEN CARDIAC ARREST is the abrupt loss of heart function in a person who may or may not have diagnosed heart disease. Each year, sudden cardiac arrest strikes more than 400,000 people — and without intervention, less than 1% of victims survive. In fact, sudden cardiac arrest is the leading cause of death in North America, and it can affect people of all ages — *any time and anywhere*.



Lifeline VIEW

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The Benchmark in AEDs

The Lifeline VIEW, with its full-color, detailed, interactive videos, shows and tells the user how to save lives by providing clear audio, text and corresponding videos to walk the rescuer through every step needed to perform life saving techniques.

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An AED that Virtually Maintains Itself

The Lifeline VIEW is the benchmark in AED maintenance with a patented Status Screen that displays expiry dating and serial numbers of the pads and battery; since both automatically communicate their status with the AED as well as other critical maintenance items at the touch of a button.

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Training Videos - Practice Makes Perfect

Full-color training videos are designed so users may practice at their leisure. Training videos can be played at anytime and include both audio and text so everybody has the support needed to confidently take action and save a life.

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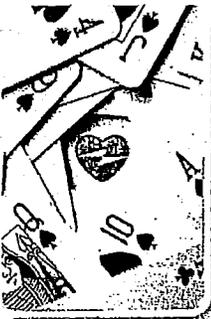
Lightweight, Compact and Durable

The Lifeline VIEW's streamline design is less than 3lbs, the approximate size of a hardcover novel and has passed the U.S. Military's "drop and shock" test. The Lifeline VIEW is the only AED crush tested to withstand up to 1,000 pounds.

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One We Can All Use

No other automated external defibrillator on the market offers a more bystander friendly solution to saving lives. AEDs with audio capabilities alone have not increased bystander intervention to sudden cardiac arrest victims.*



Study Findings

*45% of 1000 interviewed from an independent study said they would be more confident in using an AED that displays automated video instruction as well as verbal instruction in a rescue situation. 32% said they would be more confident to use an AED with a video screen that displays a diagram and 18% with a screen that displays text.

*Survey conducted by the Heart Rhythm Society published November 2010 found only 16 percent would use an AED.

Defibtech, 741 Boston Post Road, Gullford, CT 06437 www.defibtech.com



defibtech
Life-Saving Technology Within Reach

Contract Terms and Conditions

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Terms and Conditions**PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this

Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.