

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 23, 2008

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021 Email: TBaer-Olson@cardiacscience.com | TELEPHONE (800) 426-0337 ext 2321 Tina Baer-Olson |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-03301 Sue Cieciva |
| Contract Compliance Inspector: Sue Cieciva (517) 373-0301 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD From: January 12, 2006 To: January 31, 2010 | |
| TERMS 2%-10, Net 30 Days | SHIPMENT 14 Days- ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND NON-PROFIT HOSPITAL THROUGH THE MIDEAL PROGRAM.

NATURE OF CHANGE (S):

Effective immediately this Contract is hereby EXTENDED to January 31, 2010.

Effective immediately, there is a \$100.00 price reduction on Cardiac Science AEDs per attached price list.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per DMB, Purchasing Operations request by letter dated November 18, 2008 and vendor agreement by letter dated November 18, 2008.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

ORIGINAL



CARDIAC
science™

MICHIGAN STATE AED CONTRACT 071B6200147
CONTRACT SUMMARY
Effective 2/15/2005 Expires 1/31/2010

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies (Please provide agency list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination
13. Ordering Address: Cardiac Science Corporation
Attn: Customer Service
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 1-800-426-0337
Fax: 425-402-2001
14. Payment/Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587
15. Warranty Provisions: Warranty on AEDs is seven (7) years.
Battery, electrodes and accessories warranted separately.
23. Preventive Maintenance: As stated in the Operation & Service Manual
24. Year 2000 (Y2K) Compliant: Yes
25. Environmental Attributes: Lithium battery does not need to be recharged.
26. DUNS Number: 19-071-3797
27. CCR Database Registration: Yes
28. Business Size: Large
29. FEIN: 94-3300396
30. SIC: #3845

| | | |
|-----|--------------------------|---|
| 31. | WA State Resale: | #602-536-018 |
| 32. | WI State Resale: | #005-0002390509-01 |
| 33. | Type of Organization: | Corporation |
| 34. | Type of Business: | Manufacturer |
| 35. | Territory Sales Manager: | Cyndi Channey-Zimerle (616) 443-6350 |
| 36. | Contract Administrator: | Tina Baer-Olson (425)402-2321-Phone (425)402-2005-Fax contractadmin@cardiacscience.com |
| 37. | Renewal Periods: | None |
| 38. | Administrative Fee: | 1% |
| 39. | Usage Report Due: | Quarterly |
| 40. | Quick Payment Terms: | 2% (Net 10) |



State of Michigan Pricelist #071B6200147

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|---|--|--------------|
| 9300A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,395.00 |
| 9390A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,395.00 |
| 9300E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes | \$1,395.00 |
| 9390E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,395.00 |
| 9300P-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>non-rechargeable battery</u>). 9145-001 Battery | \$2,350.00 |
| 9300P-601P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>rechargeable battery</u>). 9144-001 Battery. | \$2,350.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 109-0027-017 (Includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-501/601).

Storage and Carry Options

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |

| | | |
|--------------|---|----------|
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 50-00392-10 | Surface Mount Wall Cabinet | \$132.00 |
| 50-00392-20 | Surface Mount Wall Cabinet with Alarm, Security enabled | \$174.00 |
| 50-00392-30 | Surface Mount Wall Cabinet with Alarm & Strobe, security enabled | \$202.00 |
| 50-00395-10 | Semi-Recessed Wall Cabinet | \$174.00 |
| 50-00395-20 | Semi-Recessed Wall Cabinet with Alarm, security enabled | \$216.00 |
| 50-00395-30 | Semi-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$244.00 |
| 50-00400-10 | Fully-Recessed Wall Cabinet | \$146.00 |
| 50-00400-20 | Fully-Recessed Wall Cabinet with Alarm, security enabled | \$188.00 |
| 50-00400-30 | Fully-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$216.00 |
| 180-2021-001 | "Traditional" AED wall mount storage case with strobe light alarm | \$199.00 |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 180-2022-001 | Wall Sleeve | \$65.00 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software Applications & Accessories

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 109-0021-015 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 109-0021-017 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management Total Solutions

| Model # | Description | Net Price \$ |
|----------|--|--------------|
| 9934-001 | AHA Quick Response Program Management (2 years)--AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9934-002 | AHA Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9935-001 | ASHI Quick Response Program Management (2 years)--ASHI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |

| | | |
|----------|---|------------|
| 9935-002 | ASHI Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9928-001 | Prescription for AED | \$0.00 |

Heartsafe Program Management --AED Service Plans

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|----------|---|------------|
| 9940-001 | Annual AED visit - Per AED per year | \$289.00 |
| 9940-002 | Semi-annual AED visit per AED per year | \$485.00 |
| 9940-003 | Monthly AED Visit, price is per AED per visit | \$3,469.00 |
| 9940-004 | Quarterly AED Visit, price is per AED per visit | \$1,156.00 |

A certified tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries (up to 2 adult electrodes, 1 pediatric electrode and 1 battery per year)

Heartsafe Program Management-Additional Services

| Model # | Description | Net Price \$ |
|----------|--|--------------|
| 9917-001 | Site Assessment - an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service - call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable | \$236.00 |
| 9051 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$68.00 |
| 9053 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$44.00 |
| 9055 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$250.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-101 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-102 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |

UP Grade Kits for AED's

| Model # | Description | Net Price \$ |
|-------------|--|--------------|
| 40-00005-01 | 9300E Multi-Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00076-01 | 9300P AHA Upgrade CD Kit | \$19.95 |
| 10-00086-01 | 9300E/A/C/D Single Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00096-01 | 9200RD and 9210RD Single Rescue AHA Upgrade CD Kit | \$39.95 |

AED Trainer and Trainer Accessories

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|--|--|----------|
| 180-5020-101 2005 AHA/ERC Protocols | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$395.00 |
| 180-2080-004 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-003 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-004 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 14, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|--|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021 Email: TBaer-Olson@cardiacscience.com | TELEPHONE (800) 426-0337 ext 2321 Tina Baer-Olson |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-03301 Sue Cieciwa |
| Contract Compliance Inspector: Sue Cieciwa (517) 373-0301 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2%-10, Net 30 Days | SHIPMENT 14 Days- ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND NON-PROFIT HOSPITALS THROUGH THE MIDEAL PROGRAM.

NATURE OF CHANGE(S):

Effective October 2, 2008, the following ordering information **CHANGES** are hereby incorporated into this Contract:

The vendor contact is hereby **CHANGED** to:
Tina Baer-Olson
Government & Public Contracts Administrator
Cardiac Science Corporation
3303 Monte Villa Parkway Bothell, WA 98021
Office: 425-402-2321 Fax: 425-402-2005
Email: TBaer-Olson@cardiacscience.com
Toll Free: 800-426-0337 x232

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON:

Per vendor request by email dated 9/19/08 and Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00



MICHIGAN STATE AED CONTRACT 071B6200147
CONTRACT SUMMARY
Effective 2/15/2005 Expires 2/1/2009

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies (Please provide agency list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination
13. Ordering Address: Cardiac Science Corporation
Attn: Customer Service
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 1-800-426-0337
Fax: 425-402-2001
14. Payment/Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587
15. Warranty Provisions: Warranty on AEDs is seven (7) years.
Battery, electrodes and accessories warranted separately.
As stated in the Operation & Service Manual.
23. Preventive Maintenance: As stated in the Operation & Service Manual.
24. Year 2000 (Y2K) Compliant: Yes
25. Environmental Attributes: Lithium battery does not need to be recharged.
26. DUNS Number: 19-071-3797
27. CCR Database Registration: Yes
28. Business Size: Large
29. FEIN: 94-3300396
30. SIC: #3845
31. WA State Resale: #602-536-018
32. WI State Resale: #005-0002390509-01
33. Type of Organization: Corporation
34. Type of Business: Manufacturer
35. Names of Officers, Owners, or Partners: See Attached.
36. Contract Administrator: Tina Baer-Olson
425-402-2321-Phone
425-402-2005-Fax
contractadmin@cardiacscience.com
37. Renewal Periods: None
38. Administrative Fee: 1%
39. Usage Report Due: Quarterly
40. Quick Payment Terms: 2% (Net 10)

State of Michigan Pricelist #071B6200147

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|---|--|--------------|
| 9300A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>non-rechargeable battery</u>). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>rechargeable battery</u>). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Vic RescueLink and MDLink, and serial communication cable. (Not included with 9300P-501/601).

Storage and Carry Options

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 50-00392-10 | Surface Mount Wall Cabinet | \$132.00 |
| 50-00392-20 | Surface Mount Wall Cabinet with Alarm, Security enabled | \$174.00 |
| 50-00392-30 | Surface Mount Wall Cabinet with Alarm & Strobe, security enabled | \$202.00 |
| 50-00395-10 | Semi-Recessed Wall Cabinet | \$174.00 |
| 50-00395-20 | Semi-Recessed Wall Cabinet with Alarm, security enabled | \$216.00 |
| 50-00395-30 | Semi-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$244.00 |

| | | |
|--------------|---|----------|
| 50-00400-10 | Fully-Recessed Wall Cabinet | \$146.00 |
| 50-00400-20 | Fully-Recessed Wall Cabinet with Alarm, security enabled | \$188.00 |
| 50-00400-30 | Fully-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$216.00 |
| 180-2021-001 | “ Traditional ” AED wall mount storage case with strobe light alarm | \$199.00 |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 180-2022-001 | Wall Sleeve | \$65.00 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software Applications & Accessories

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 109-0021-017 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 109-0021-015 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management Total Solutions

| Model # | Description | Net Price \$ |
|----------|--|--------------|
| 9934-001 | AHA Quick Response Program Management (2 years)--AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9934-002 | AHA Total Response Program Management (2 years)-in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9935-001 | ASHI Quick Response Program Management (2 years)--ASHI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9935-002 | ASHI Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9928-001 | Prescription for AED | \$0.00 |

Heartsafe Program Management --AED Service Plans

| | | |
|----------|---|------------|
| 9940-001 | Annual AED visit - Per AED per year | \$289.00 |
| 9940-002 | Semi-annual AED visit per AED per year | \$485.00 |
| 9940-003 | Monthly AED Visit, price is per AED per visit | \$3,469.00 |
| 9940-004 | Quarterly AED Visit, price is per AED per visit | \$1,156.00 |

A certified tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries (up to 2 adult electrodes, pediatric electrode and 1 battery per year).

Heartsafe Program Management-Additional Services

| Model # | Description | Net Price \$ |
|----------|--|----------------|
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

| | | |
|----------|--|----------|
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
|----------|--|----------|

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable | \$236.00 |
| 9051 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO [®] connector system | \$68.00 |
| 9053 | Electrode Adapter: connects Cardiac Science AED pads to Zoll [®] defibrillators | \$44.00 |
| 9055 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$250.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-101 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-102 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |

UP Grade Kits for AED's

| Model # | Description | Net Price \$ |
|-------------|--|----------------|
| 40-00005-01 | 9300E Multi-Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00076-01 | 9300P AHA Upgrade CD Kit | \$19.95 |
| 10-00086-01 | 9300E/A/C/D Single Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00096-01 | 9200RD and 9210RD Single Rescue AHA Upgrade CD Kit | \$39.95 |

AED Trainer and Trainer Accessories

| | | |
|---|--|----------|
| 180-5020-101 2005 AHA/ERC Protocols | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$395.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-003 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |



TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

Service Technicians are available 24 hours a day, 7 days a week.

Phone: 1-800-426-0337 or 888-466-8686

Fax: 425-402-2022

Email: techsupport@cardiacscience.com

Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
500 Burdick Parkway
Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.



CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Account Number: 330062106
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Credit Services
creditservices@cardiacscience.com
P: 425-402-2200
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground **Shipping and handling charges will be included (FOB DESTINATION).**

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 8, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 tvanniel@cardiacscience.com | TELEPHONE (440) 463-4688 Todd VanNiel VENDOR NUMBER/MAIL CODE BUYER (517) 373-0301 Sue Ciecwiwa |
| Contract Compliance Inspector: Sue Ciecwiwa (517) 373-0301 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND NON-PROFIT HOSPITALS THROUGH MIDEAL.

NATURE OF CHANGE (S):

Please note the following changes to Article 1.401 Pricing, State Administrative Fee:

- 1. State Administrative Fee address for checks has been changed to the following:**

**Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909**

Make all checks payable to: State of Michigan

Also, vendor contact is hereby changed to:

**Todd VanNiel
Regional Manager
Phone: (440) 463-4688
Fax: (440) 582-5165
Email: tvanniel@cardiacscience.com**

In addition, the buyer has been CHANGED to Sue Ciecwiwa.

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 30, 2007

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 | TELEPHONE (248) 703-7675 Rob Cutler |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

This Contract is Extended to Local Units of Government and Non-Profit Hospitals through MIDeal.

Effective October 25, 2007, this Contract is hereby EXTENDED to February 1, 2009, per Article 2.004 of the Contract.

The following is Cardiac Science updated pricing and information for this Contract:

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies (Please provide agency list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination

Contract No. 071B6200147
Change Notice #2
Page Two

- 13. Ordering Address: Cardiac Science Corporation
 Attn: Customer Service
 3303 Monte Villa Parkway
 Bothell, WA 98021-8969
 Phone: 1-800-426-0337
 Fax: 425-402-2001
- 14. Payment/Remit To Address: Cardiac Science Corporation
 Dept. 0587
 P O Box 125087
 Dallas, TX 75312-0587
- 15. Warranty Provisions: Warranty on AEDs is seven (7) years.
 Battery, electrodes and accessories warranted separately.
- 23. Preventive Maintenance: As stated in the Operation & Service Manual.
- 24. Year 2000 (Y2K) Compliant: Yes
- 25. Environmental Attributes: Lithium battery does not need to be recharged.
- 26. DUNS Number: 19-071-3797
- 27. CCR Database Registration: Yes
- 28. Business Size: Large
- 29. FEIN: 94-3300396
- 30. SIC: #3845
- 31. WA State Resale: #602-536-018
- 32. WI State Resale: #005-0002390509-01
- 33. Type of Organization: Corporation
- 34. Type of Business: Manufacturer
- 35. Names of Officers, Owners, or Partners: See Attached.
- 36. Contract Administrator: Jeanne Thompson
 425-402-2321-Phone
 425-402-2005-Fax
jthompson@cardiacscience.com
- 37. Renewal Periods: None
- 38. Administrative Fee: 1%
- 39. Usage Report Due: Quarterly
- 40. Quick Payment Terms: 2% (Net 10)

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|---|--|--------------|
| 9300A-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features</u> additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency. | \$1,495.00 |
| 9300E-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |

| | | |
|---|--|------------|
| 9390E-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>non-rechargeable battery</u>). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>rechargeable battery</u>). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-501/601).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$199.00* |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$199.00* |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 180-2022-001 | Wall Sleeve | \$65.00 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0031-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0034-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 9934-001 | AHA Quick Response Program Management (2 years)--AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9934-002 | AHA Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9935-001 | ASHI Quick Response Program Management (2 years)--ASHI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9935-002 | ASHI Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 9940-001 | Annual AED Inspection/Service Visit – Per AED per year | \$295.00 |
| 9940-002 | Semi-Annual AED Inspection/Service Visit – Per AED per year | 495.00 |
| 9940-003 | Monthly AED Inspection/Service Visit – Per AED per year | \$3,540.00 |
| 9940-004 | Quarterly AED Inspection/Service Visit – Per AED per year | 1,180.00 |
| 9928-001 | Prescription for AED | \$0.00 |
| 180-5020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$395.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-002 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 400846-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |

| | | |
|------------|--|----------|
| 400847-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$68.00 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$44.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$250.00 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |

AED Upgrades

| Model # | Description | Net Price \$ |
|-------------|--|--------------|
| 40-00005-01 | 9300E Multi-Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00076-01 | 9300P AHA Upgrade CD Kit | \$19.95 |
| 10-00086-01 | 9300E/A/C/D Single Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00096-01 | 9200RD and 9210RD Single Rescue AHA Upgrade CD Kit | \$39.95 |

TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

- Service Technicians are available 24 hours a day, 7 days a week.
 Phone: 1-800-426-0337 or 888-466-8686
 Fax: 425-402-2022
 Email: techsupport@cardiacscience.com

- Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
500 Burdick Parkway
Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

- Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.

CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time.

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Account Number: 3300497486
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Lindan Wharton
Credit Manager
P: 425-402-2681
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground. **Shipping and handling charges will be included (FOB DESTINATION).**

All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of DMB and Contractor agreement (e-mail dated 10/22/07)

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 21, 2007

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B6200147
 between
 THE STATE OF MICHIGAN
 and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 | TELEPHONE (248) 703-7675 Rob Cutler |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2008 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

This Contract is Extended to Local Units of Government and Non-Profit Hospitals through MIDEAL.

NATURE OF CHANGE(S):

Effective March 13, 2007, the following Contract CHANGES are authorized:

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination

- 13. Ordering Address: Cardiac Science Corporation
Attn: Customer Service
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 1-800-426-0337
Fax: 425-402-2001
- 14. Payment/Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587
- 15. Warranty Provisions: Warranty on AEDs is seven (7) years.
Battery, electrodes and accessories warranted separately.
- 23. Preventive Maintenance: As stated in the Operation & Service Manual.
- 24. Year 2000 (Y2K) Compliant: Yes
- 25. Environmental Attributes: Lithium battery does not need to be recharged.
- 26. DUNS Number: 19-071-3797
- 27. CCR Database Registration: Yes
- 28. Business Size: Large
- 29. FEIN: 94-3300396
- 30. SIC: #3845
- 31. WA State Resale: #602-536-018
- 32. WI State Resale: #005-0002390509-01
- 33. Type of Organization: Corporation
- 34. Type of Business: Manufacturer
- 35. Names of Officers, Owners, or Partners: See Attached.
- 36. Contract Administrator: Jeanne Thompson
425-402-2321-Phone
425-402-2005-Fax
jthompson@cardiacscience.com
- 37. Renewal Periods: None
- 38. Administrative Fee: 1%
- 39. Usage Report Due: Quarterly
- 40. Quick Payment Terms: 2% (Net 10)

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|--|--|--------------|
| 9300A-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300E-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |

| | | |
|--|--|------------|
| 9390E-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (non-rechargeable battery). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (rechargeable battery). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-201).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Carabiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$199.00* |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$199.00* |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0031-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0034-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--|--|--------------|
| 9918-001 | Quick Response Program Management (2 years) – AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. 10 students one session. | \$995.00 |
| 9918-002 | Total Response Program Management (2 years) – in addition to Quick Response program features, basic first aid and oxygen administration are included. 10 students one session. | \$1,195.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 180-4020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00 |
| 180-5020-001 "NEW" AHA 2005 Protocols | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00* |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-002 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 400846-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |

| | | |
|------------|--|----------|
| 400847-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$119.20 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$68.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$119.20 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |
| | | |

TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

- Service Technicians are available 24 hours a day, 7 days a week.

Phone: 1-800-426-0337 or 888-466-8686
 Fax: 425-402-2022
 Email: techsupport@cardiacscience.com

- Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
 500 Burdick Parkway
 Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

➤ Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.

CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time.

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Account Number: 3300497513
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Lindan Wharton
Credit Manager
P: 425-402-2681
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground. **Shipping charges are included (FOB Destination).**

All other Terms, Conditions, and Pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of Contractor (e-mail dated 3/12/07) and Purchasing Operations authorization.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200147
 (Supercedes Contract No. 071B5200215)
 between
THE STATE OF MICHIGAN
 and

| | | |
|---|----------------------|--|
| NAME & ADDRESS OF VENDOR | | TELEPHONE: Michael Green (248) 449-9652 |
| Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 Email: mgreen@cardiac.science.com | | VENDOR NUMBER/MAIL CODE |
| | | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) - Statewide | | |
| CONTRACT PERIOD: From: January 12, 2006 | | To: February 1, 2008 |
| TERMS | SHIPMENT | |
| 2% - 10, Net 30 Days | 14 Days - ARO | |
| F.O.B. | SHIPPED FROM | |
| Delivered | Deerfield, WI | |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | | |
| MISCELLANEOUS INFORMATION: This Contract is Extended to Local Units of Government and other Non-Profit Organizations through MIDeal. The terms and conditions of this Contract are attached. Estimated Contract Value: \$373,750.00 | | |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.07114001372. Orders for delivery of equipment will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

| | |
|------------------------------------|---|
| FOR THE VENDOR: | FOR THE STATE: |
| Cardiac Science Corporation | Signature |
| Firm Name | William C. Walsh, CPPB |
| Authorized Agent Signature | Name |
| Authorized Agent (Print or Type) | Commodities Services, Acquisition Services |
| Date | Title |
| | Date |

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 20, 2006

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B5200215
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR Cardiac Science, Inc. 1900 Main Street, Suite 700 Irvine, CA 92614 mgreen @cardiac science.com | TELEPHONE: (248) 449-9652 Michael Green |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 CS138# N/A Automated External Defibrillators (AED's) - Statewide | |
| CONTRACT PERIOD: 3 years From: February 15, 2005 To: February 1, 2008 | |
| TERMS Net 30 Days | SHIPMENT 2 Days- ARO |
| F.O.B. Delivered | SHIPPED FROM Minnetonka, MN |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

Nature Of Change(s):

Effective January 12, 2006, this Contract is hereby **CANCELLED** and replaced by Contract No. 071B6200147 due to Vendor Name Change and FEIN number change. The new vendor name is:

Cardiac Science Corporation
 3303 Monte Villa Parkway
 Bothell, WA 98021-8969
 FEIN: 94-3300396

All other terms, conditions and pricing of this Contract shall remain the same.

Authority/ Reason: Per letter from vendor (Jeanne Thompson) dated January 5, 2006.

Increase: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$0.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 15, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B5200215
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR Cardiac Science, Inc. 1900 Main Street, Suite 700 Irvine, CA 92614 mgreen @cardiac science.com | TELEPHONE: (248) 449-9652 Michael Green |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 CS138# N/A Automated External Defibrillators (AED's) - Statewide | |
| CONTRACT PERIOD: 3 years From: February 15, 2005 To: February 1, 2008 | |
| TERMS <p style="text-align: center;">Net 30 Days</p> | SHIPMENT <p style="text-align: center;">2 Days- ARO</p> |
| F.O.B. <p style="text-align: center;">Delivered</p> | SHIPPED FROM <p style="text-align: center;">Minnetonka, MN</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">1 AED</p> | |

Nature Of Change(s):

Effective November 15, 2005, the following CHANGES are made to this Contract:

The local vendor contact is changed to: Michael M. Green
 Cardiac Science Corp.
 20840 Veranda Drive
 Novi, MI 48375
 Office: (248) 449-9652
 Cell: (248) 705-1052
 Fax: (248) 869-6067
 E-mail: mgreen@cardiacscience.com

All other terms, conditions and pricing of this Contract shall remain the same.

Authority/ Reason: Per request of vendor and approval of Acquisition Services.

Increase: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00



STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. 071B6200147
Automated External Defibrillator (AED)

Buyer Name: William C. Walsh, CPPB
Telephone Number: (517) 373-6535
E-Mail Address: walshw@michigan.gov



Automated External Defibrillator (AED)

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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is a Statewide Contract for Automated External Defibrillators (AED's), which shall be available to state agencies, local units of government and other non-profit organizations in the State of Michigan..

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Acquisition Services.
- b. Although there will be continuous liaison with the Contractor team, the Contract Administrator will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written *semi-annual reports as to purchasing activity*.
- d. The Contractor shall provide the names and title of personnel assigned to this project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status or other unforeseen circumstances may only be made with prior approval of the state.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 AED SPECIFICATIONS

1. Operation and Use:

- 1.1 AED shall require an operator to push no more than one button during a rescue.
- 1.2 Electrodes shall always be installed and ready to use in AED prior to rescue.
- 1.3 Electrodes shall be non-polarized and interchangeable allowing the user to place either electrode in the proper body position and labeled accordingly.
- 1.4 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner.
- 1.5 AED shall have a backlit LCD text display, which features elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.6 AED shall automatically analyze patient ECG and signal quality using automatic algorithms to determine if a shock is required.
- 1.7 AED shall have pacemaker pulse detection capability.
- 1.8 AED shall have pediatric defibrillation capability.
- 1.9 AED shall have 0.08mV Asystole threshold.
- 1.10 Charge time for three shocks shall not exceed 55 seconds with a new battery.

**2. Waveform/Algorithm:**

- 2.1 AED shall utilize a three-shock sequence of escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (105J – 360J).
- 2.3 AED shall offer multiple programmable energy settings, with choice of ultra-low (105J - 190J), standard escalating (140J - 360J) and non-escalating variable energy options.
- 2.4 Waveform shall be Biphasic Truncated Exponential.
- 2.5 Waveform shall actively compensate for a patient's impedance level.
- 2.6 Waveform shall actively respond to patient's Cellular Response Curve.
- 2.7 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.8 AED shall have the capability to continuously monitor and analyze the victim's heart rhythm throughout a rescue attempt, including during CPR time-out. (The exception is after a 3-shock sequence when the AED shall not interrupt a mandatory CPR time-out).
- 2.9 AED shall have the capability to program detection rates for VF/VT (can be programmed by medical directors or their designees using MDLink software).
- 2.10 AED shall have a SVT therapy option (can be programmed by medical director or their designee using MDLink software)
- 2.11 AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.12 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and reanalyze the victim's heart rhythm (non-committed shock feature).
- 2.13 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

EASE OF USE/SELF TESTING FEATURES**3. Automated Self Tests:**

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and cable, and test the battery, electrical circuitry and waveform delivery system.
- 3.2 AED shall perform a weekly automated self-test with partial load capacitor charge to test battery, electrical circuitry and waveform delivery system.
- 3.3 AED shall perform a monthly full load capacitor charge and discharge test to ensure device readiness for rescue attempts.
- 3.4 AED shall warn user with audible alert at 110dB and visual signals if the system fails any of the automated self-tests and is not ready for use.
- 3.5 The audible warning tone will continue to sound every 30 seconds for up to one year on a fully charged battery until the lid is opened.

AED shall perform a user initiated self-test when the lid of the device is opened.

ELECTRODES**4. Electrodes:**

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached cables and a connector.
- 4.3 Electrodes shall be disposable.



- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 Electrodes shall be labeled as non-polarized.
- 4.6 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.7 Electrodes shall have a minimum surface area of 228 cm.
- 4.8 Electrode cable shall have a minimum length of 1.3 m.

Electrodes shall be compatible when using Cardiac Science manufactured adapters, with Quik-Combo™, Fast-Patch™ and Zoll Stat-Padz™ systems allowing electrodes to be used with ALS defibrillators.

5. Battery:

- 5.1 AED shall use one, non-rechargeable lithium battery for operation (called Cardiac Science Intellisense® Lithium Battery).
 - 5.2 Typical capacity of a new battery shall be at least 290 discharges at 20°C.
 - 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
 - 5.4 AED shall incorporate a visible fuel gauge notifying the end user of battery capacity during use in quarter life increments.
 - 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date, shocks provided daily diagnostics completed, etc.).
- Battery shall be warranted for seven (7) years against defects in materials and workmanship, and four (4) years unconditional replacement operating warranty, from date of installation into a Powerheart AED.

RESCUE DATA RETREIVAL

6. ECG Recording and Information Documentation:

- 6.1 AED shall provide a up to 34 minutes of internal event documentation.
- 6.2 AED shall permit ECG and event information to be downloaded via a serial cable to a Windows® based PC after a rescue.
- 6.3 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 6.4 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & optional SVT therapy, Variable energy protocol options, 2nd shock energy level, energy level after conversion, etc.
- 6.5 Data transfer, review and management software and required cables shall be included with each AED.

1.102 RESEARCH AND DEVELOPMENT

Cardiac Science has 31 full time employees in Research & Development, committed to new product development. We have launched two new FDA Approved AEDs in the past three months. We spend more than three million dollars annually on Research & Development.

1.103 QUALITY ASSURANCE PROGRAM

Cardiac Science's Quality System is certified to ISO 13485:1996, Quality Systems for Medical Device Manufacturers and is designed to meet the FDA Quality System Regulations, 21 CFR 820.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Cardiac Science warrants to the original purchaser that its products will be free of any defect in material and workmanship according to the terms and conditions of the Limited Warranty for Seven-Years (7) from the



date of original shipment for all products, except those with date expiration (i.e., electrodes and batteries). Products with date expiration shall be warranted until the expiration date. (A copy of the Warranty is provided with each AED).

The Powerheart® AED G3 is designed to eliminate annual service costs as no outside maintenance is required. All devices come with a seven (7)-year parts & labor warranty.

Provided proper usage and maintenance procedures have been followed as prescribed by the Powerheart® AED G3 operations & service manual, shipping costs for inoperable equipment will be paid by Cardiac Science. A loaner unit will be provided (at customer's request) within 24 hours.

To obtain service under warranty, call toll free at 888-466-8686 seven days a week, 24 hours a day. Our technical service representative will try to resolve your issue over the phone. If necessary, we will arrange for service or a replacement of our product and will issue an RMA number (Return Merchandise Authorization) that the customer must have written on the outside of their package.

Technical Support is available 24 hours a day, 365 days a year. A diagnosis of operation failure may be determined via telephone (888)-466-8686 and connection of AED to PC through the use of RescueLink® software. If it is determined service is necessary, the unit is returned to Cardiac Science at our expense for repair or replacement. All service is performed at the factory in a sterile environment.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Orders can be placed between the hours of 6:00 a.m. and 4:00 p.m. Pacific Time. This can be accomplished by calling our Toll Free Phone Number: 800-991-5465, sending a Fax to: 949-851-4418 or emailing an order to: aedorders@cardiacscience.com. Cardiac Science will input authorized individuals names and contact information as well as quantity limits into our system as directed by the State of Michigan for control purposes. This will include verifying orders that appear to be abnormal or excessive.

Customer Service is available 24/7, 365 days a year by calling our Toll Free Phone Number: 888-466-8686.

1.202 TRAINING

Cardiac Science will provide Product Orientation free of charge. This would include a review of the operation and maintenance of the device and any accessories purchased. It should take no more than 30 minutes.

For an additional charge, Cardiac Science offers comprehensive AED/CPR training and program management services that facilitate successful AED deployments. Cardiac Science's AED Program Services are provided completely by our personnel, who come with varied medical backgrounds that include EMTs, paramedics, and RNs. Cardiac Science is the single point of contact for implementation and day-to-day management.

The Quick Response AED/CPR Program Management is a comprehensive American Heart Association AED/CPR training and program management program that facilitates successful AED deployments. You can rely on us to help you every step of the way. Our program includes an E-minder feature that provides documentation reports and lets you know when it's time to order additional supplies or schedule training updates. The Quick Response Program includes: AHA Heartsaver AED/CPR training (a four-hour course) for up to ten (10) people at one location (one session), medical authorization/prescription and direction, and program management.

We also offer the Total Response Program which includes: AHA Heartsaver AED/CPR training (a six-hour course) for up to ten (10) people at one location (one session), basic first aid and emergency oxygen administration training, medical authorization/prescription and direction and program management.

MasterTrak® Documentation and Information Management is available only to our customers and may vary by program selected. MasterTrak® is a proprietary Software Automation System designed to track critical components of your AED implementation. Through the use of MasterTrak®, Cardiac Science will track the AEDs, their location and serial numbers, as well as electrodes and batteries, and expiration dates, without your intervention. The system is capable of notifying you when critical components will expire or need attention.



MasterTrak capabilities include:

- Secured, password protected internet site.
- Tracking of trained responders by name, department, job title and location.
- Tracking of training certifications and expiration dates.
- Automatic notification to schedule retraining in advance of certification expiration.
- Tracking of all emergency kit contents and equipment data including device types, model and serial numbers, battery and electrode lot number and expiration dates.
- Tracking of all inspections, inspection history and maintenance records.
- Automatic notification to complete on-line refresher training.
- Automatic notification to designated employees to inspect AEDs and emergency medical kits.
- Tracking of all events including use of AED and the post-event activities to ensure compliance with federal and state regulations.
- Comprehensive documentation of all class evaluations.
- Detailed and summary performance reports.

For the above programs, Cardiac Science provides all books and course materials. Written prescription to receive the AEDs is provided. As well as the oversight of your AED Program and protocols by a licensed physician required by each state, and assistance with preparation of state registration.

1.203 REPORTING

Cardiac Science will provide reports to the State of Michigan, no more than once Quarterly which detail sales quantities and costs of products and services by part number and description, requesting agency and location, delivery date and delivery point. We have some options in customizing reports for the State of Michigan.

1.204 SPECIAL PROGRAMS

None provided.

1.205 SECURITY

All Cardiac Science sales representatives wear shirts with our logo clearly visible. Deliveries are sent via UPS Ground and as such will be wearing an official UPS uniform. We do not perform background checks on our employees, nor do we issue ID badges.

1.3 Delivery Capabilities

1.301 TIME FRAMES

Cardiac Science orders will be shipped within two days after receipt of order (ARO) via UPS Ground, FOB Destination. If expedited delivery is requested, it will be delivered FOB Destination Freight prepaid and add. Expedited delivery will be charged to the State of Michigan. We do not foresee delays in shipping for quantity orders.

1.302 MINIMUM ORDER

The minimum order will be one (1) AED. The prices quoted in this proposal reflect a substantial discount from our retail prices. There is no additional quantity price break.

1.303 PACKAGING

Packaging is in accordance with our commercial practices and meets requirements of the Department of Transportation.

1.304 RESERVED



1.305 DELIVERY TERM

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PRICING

Powerheart AED G3, Model 9300E-201 @ \$1,495 each, Includes:

- (1) Defibrillator.
- (1) IntelliSense Lithium Battery, #9146-001.
- (1) Pair of adult defibrillation pads, #9131-001.
- (1) Quick Start Tool Kit (Includes: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink® and MDLink® and serial communication cable), #180-0031-001.

| <u>REPLACEMENT ORDERS OF ITEMS:</u> | <u>PRICE</u> |
|-------------------------------------|--------------|
| Battery, #9146-001 | \$245.00 |
| Adult pads, #9131-001 | \$32.00 |

All other accessories will be provided to the State of Michigan with at a 20% discount from list price.

STATE ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 1% of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Acquisition Services.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Acquisition Services
530 West Allegan St.
Lansing, MI 48933

Please make check payable to: Treasurer, State of Michigan

1.402 QUICK PAYMENT TERMS

The State of Michigan will receive a **2%** discount off invoice if paid within **10 days of invoice issuance**, otherwise payment terms are **Net 30**.

1.403 PRICE TERM

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider



various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

Requirements – Vendor agrees to supply all that the state requires

1.6 RESERVED



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Automated External Defibrillators (AED's) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

All State agencies, units of local State and members of MiDEAL may issue orders for items listed on this Contract at the same prices, terms and conditions.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services.

Acquisition Services is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Acquisition Services and the listed Contract administrator

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: William C. Walsh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-6535
walshw@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately February 15, 2005 through February 1, 2008.

Option. The State reserves the right to exercise two (2) - one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



Extension. At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its sub-Contractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-Contractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

The Contractor and all sub-Contractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 RESERVED

2.107 RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select sub-Contractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 CALL CENTER DISCLOSURE

The Contractor and/or all sub-Contractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Each state agency will issue a purchase order against the BPO and indicate the ship to/bill to address. Each state agency, local unit of State and MiDEAL member is responsible for their own purchases.

2.203 RESERVED

2.204 RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State Contractors. Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED



2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be sub-Contracted, the Contract must include a list of sub-Contractors, including firm name and address, contact person and a complete description of work to be sub-Contracted. The State reserves the right to approve sub-Contractors and to require the Contractor to replace sub-Contractors found to be unacceptable. The Contractor is totally responsible for adherence by the sub-Contractor to all provisions of this Contract. Any change in sub-Contractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under this Contract to a sub-Contractor other than a sub-Contractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that the Contractor provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its sub-Contractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its sub-Contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its sub-Contractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its sub-Contractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its sub-Contractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits



payable by or for the Contractor or any of its sub-Contractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.



2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 RESERVED

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

The State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Department of Management and Budget
 Acquisition Services
 William C. Walsh, CPPB
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, Michigan 48909
 (517) 373-6535
 walshw@michigan.gov



2.402 PERFORMANCE REVIEWS

Acquisition Services may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by the Contractor under this Contract shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.



Warranty of fitness for a particular purpose – When Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by Contractor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 RESERVED

2.506 RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within three (3) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with this Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.



2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the fail-ure of the other party to perform its material responsibilities under this Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its sub-Contractors will not relieve the Contractor of its obligations under this Contract except to the extent that a sub-Contractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.



In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and



property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those sub-Contracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all sub-Contracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If this Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

C. Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event this Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment,



services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's sub-Contractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's sub-Contractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of this Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

E. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any Contractors, vendors, or other entities with whom the State Contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.
 - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's sub-Contractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;



- (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
- (x) Answering questions regarding post-migration services;
- (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.

(2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (i) Reconciling all accounts between the State and the Contractor;
- (ii) Completing any pending post-project reviews.

2.703 RESERVED

2.704 RESERVED

2.705 RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state



shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|-------------|---|--------------|
| 9300A-201P | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9300 E-201P | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| | | |
| | | |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0037-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-201).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$279.20 |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$319.20 |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$319.20 |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$359.20 |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |
| | | |
| | | |

Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0034-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0037-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |



| | | |
|--------------|--|---------|
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |
| | | |

Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 9918-001 | Quick Response Program Management (2 years) – AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. 10 students one session. | \$995.00 |
| 9918-002 | Total Response Program Management (2 years) – in addition to Quick Response program features, basic first aid and oxygen administration are included. 10 students one session. | \$1,195.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 180-4020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-003 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 116-0011-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |
| 116-0013-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |
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AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$119.20 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$68.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$119.20 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |
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Returned Merchandise Policy - Authorization is required for all returns and a Returned Material Authorization (RMA) number must be obtained prior to returning product to Cardiac Science. An RMA number must appear on the outside of the shipping box and can be obtained by calling 1-888-466-8686.

For Technical Support please call: 1- 888-466-8686.

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

October 14, 2008

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|--|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021 Email: TBaer-Olson@cardiacscience.com | TELEPHONE (800) 426-0337 ext 2321 Tina Baer-Olson |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-03301 Sue Cieciwa |
| Contract Compliance Inspector: Sue Cieciwa (517) 373-0301 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2%-10, Net 30 Days | SHIPMENT 14 Days- ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND NON-PROFIT HOSPITALS THROUGH THE MIDEAL PROGRAM.

NATURE OF CHANGE(S):

Effective October 2, 2008, the following ordering information **CHANGES** are hereby incorporated into this Contract:

The vendor contact is hereby **CHANGED** to:
Tina Baer-Olson
Government & Public Contracts Administrator
Cardiac Science Corporation
3303 Monte Villa Parkway Bothell, WA 98021
Office: 425-402-2321 Fax: 425-402-2005
Email: TBaer-Olson@cardiacscience.com
Toll Free: 800-426-0337 x232

All other terms, conditions, specifications and pricing remain the same.

AUTHORITY/REASON:

Per vendor request by email dated 9/19/08 and Purchasing Operations approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00



MICHIGAN STATE AED CONTRACT 071B6200147
CONTRACT SUMMARY
Effective 2/15/2005 Expires 2/1/2009

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies (Please provide agency list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination
13. Ordering Address: Cardiac Science Corporation
Attn: Customer Service
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 1-800-426-0337
Fax: 425-402-2001
14. Payment/Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587
15. Warranty Provisions: Warranty on AEDs is seven (7) years.
Battery, electrodes and accessories warranted separately.
As stated in the Operation & Service Manual.
23. Preventive Maintenance: As stated in the Operation & Service Manual.
24. Year 2000 (Y2K) Compliant: Yes
25. Environmental Attributes: Lithium battery does not need to be recharged.
26. DUNS Number: 19-071-3797
27. CCR Database Registration: Yes
28. Business Size: Large
29. FEIN: 94-3300396
30. SIC: #3845
31. WA State Resale: #602-536-018
32. WI State Resale: #005-0002390509-01
33. Type of Organization: Corporation
34. Type of Business: Manufacturer
35. Names of Officers, Owners, or Partners: See Attached.
36. Contract Administrator: Tina Baer-Olson
425-402-2321-Phone
425-402-2005-Fax
contractadmin@cardiacscience.com
37. Renewal Periods: None
38. Administrative Fee: 1%
39. Usage Report Due: Quarterly
40. Quick Payment Terms: 2% (Net 10)

State of Michigan Pricelist #071B6200147

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|---|--|--------------|
| 9300A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390E-501P 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>non-rechargeable battery</u>). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>rechargeable battery</u>). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Vic RescueLink and MDLink, and serial communication cable. (Not included with 9300P-501/601).

Storage and Carry Options

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 50-00392-10 | Surface Mount Wall Cabinet | \$132.00 |
| 50-00392-20 | Surface Mount Wall Cabinet with Alarm, Security enabled | \$174.00 |
| 50-00392-30 | Surface Mount Wall Cabinet with Alarm & Strobe, security enabled | \$202.00 |
| 50-00395-10 | Semi-Recessed Wall Cabinet | \$174.00 |
| 50-00395-20 | Semi-Recessed Wall Cabinet with Alarm, security enabled | \$216.00 |
| 50-00395-30 | Semi-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$244.00 |

| | | |
|--------------|---|----------|
| 50-00400-10 | Fully-Recessed Wall Cabinet | \$146.00 |
| 50-00400-20 | Fully-Recessed Wall Cabinet with Alarm, security enabled | \$188.00 |
| 50-00400-30 | Fully-Recessed Wall Cabinet with Alarm & Strobe, security enabled | \$216.00 |
| 180-2021-001 | “ Traditional ” AED wall mount storage case with strobe light alarm | \$199.00 |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 180-2022-001 | Wall Sleeve | \$65.00 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software Applications & Accessories

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 109-0021-017 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 109-0021-015 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management Total Solutions

| Model # | Description | Net Price \$ |
|----------|--|--------------|
| 9934-001 | AHA Quick Response Program Management (2 years)--AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9934-002 | AHA Total Response Program Management (2 years)-in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9935-001 | ASHI Quick Response Program Management (2 years)--ASHI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9935-002 | ASHI Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9928-001 | Prescription for AED | \$0.00 |

Heartsafe Program Management --AED Service Plans

| | | |
|----------|---|------------|
| 9940-001 | Annual AED visit - Per AED per year | \$289.00 |
| 9940-002 | Semi-annual AED visit per AED per year | \$485.00 |
| 9940-003 | Monthly AED Visit, price is per AED per visit | \$3,469.00 |
| 9940-004 | Quarterly AED Visit, price is per AED per visit | \$1,156.00 |

A certified tech will visit your AED on a regularly scheduled basis to ensure that the AED is operating correctly and to replace any disposable components that have expired. The technician will perform the manufacturer recommended annual service inspection and replace expired electrodes or batteries (up to 2 adult electrodes, pediatric electrode and 1 battery per year).

Heartsafe Program Management-Additional Services

| Model # | Description | Net Price \$ |
|----------|--|----------------|
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

| | | |
|----------|--|----------|
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
|----------|--|----------|

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable | \$236.00 |
| 9051 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO [®] connector system | \$68.00 |
| 9053 | Electrode Adapter: connects Cardiac Science AED pads to Zoll [®] defibrillators | \$44.00 |
| 9055 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$250.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-101 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-102 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |

UP Grade Kits for AED's

| Model # | Description | Net Price \$ |
|-------------|--|----------------|
| 40-00005-01 | 9300E Multi-Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00076-01 | 9300P AHA Upgrade CD Kit | \$19.95 |
| 10-00086-01 | 9300E/A/C/D Single Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00096-01 | 9200RD and 9210RD Single Rescue AHA Upgrade CD Kit | \$39.95 |

AED Trainer and Trainer Accessories

| | | |
|---|--|----------|
| 180-5020-101 2005 AHA/ERC Protocols | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$395.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-003 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |



TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

Service Technicians are available 24 hours a day, 7 days a week.

Phone: 1-800-426-0337 or 888-466-8686

Fax: 425-402-2022

Email: techsupport@cardiacscience.com

Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
500 Burdick Parkway
Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.



CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Account Number: 330062106
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Credit Services
creditservices@cardiacscience.com
P: 425-402-2200
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground **Shipping and handling charges will be included (FOB DESTINATION).**

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

July 8, 2008

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 tvanniel@cardiacscience.com | TELEPHONE (440) 463-4688 Todd VanNiel |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-0301 Sue Cieciva |
| Contract Compliance Inspector: Sue Cieciva (517) 373-0301 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND NON-PROFIT HOSPITALS THROUGH MIDEAL.

NATURE OF CHANGE (S):

Please note the following changes to Article 1.401 Pricing, State Administrative Fee:

- 1. State Administrative Fee address for checks has been changed to the following:**

**Department of Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909**

Make all checks payable to: State of Michigan

Also, vendor contact is hereby changed to:

**Todd VanNiel
Regional Manager
Phone: (440) 463-4688
Fax: (440) 582-5165
Email: tvanniel@cardiacscience.com**

In addition, the buyer has been CHANGED to Sue Cieciva.

All other specifications, prices, terms, and conditions remain the same.

AUTHORITY/REASON:

Per DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 30, 2007

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B6200147
between
THE STATE OF MICHIGAN
and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 | TELEPHONE (248) 703-7675 Rob Cutler |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2009 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

This Contract is Extended to Local Units of Government and Non-Profit Hospitals through MIDeal.

Effective October 25, 2007, this Contract is hereby EXTENDED to February 1, 2009, per Article 2.004 of the Contract.

The following is Cardiac Science updated pricing and information for this Contract:

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies (Please provide agency list).
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination

Contract No. 071B6200147
Change Notice #2
Page Two

- 13. Ordering Address: Cardiac Science Corporation
 Attn: Customer Service
 3303 Monte Villa Parkway
 Bothell, WA 98021-8969
 Phone: 1-800-426-0337
 Fax: 425-402-2001
- 14. Payment/Remit To Address: Cardiac Science Corporation
 Dept. 0587
 P O Box 125087
 Dallas, TX 75312-0587
- 15. Warranty Provisions: Warranty on AEDs is seven (7) years.
 Battery, electrodes and accessories warranted separately.
- 23. Preventive Maintenance: As stated in the Operation & Service Manual.
- 24. Year 2000 (Y2K) Compliant: Yes
- 25. Environmental Attributes: Lithium battery does not need to be recharged.
- 26. DUNS Number: 19-071-3797
- 27. CCR Database Registration: Yes
- 28. Business Size: Large
- 29. FEIN: 94-3300396
- 30. SIC: #3845
- 31. WA State Resale: #602-536-018
- 32. WI State Resale: #005-0002390509-01
- 33. Type of Organization: Corporation
- 34. Type of Business: Manufacturer
- 35. Names of Officers, Owners, or Partners: See Attached.
- 36. Contract Administrator: Jeanne Thompson
 425-402-2321-Phone
 425-402-2005-Fax
jthompson@cardiacscience.com
- 37. Renewal Periods: None
- 38. Administrative Fee: 1%
- 39. Usage Report Due: Quarterly
- 40. Quick Payment Terms: 2% (Net 10)

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|---|--|--------------|
| 9300A-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features</u> additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency. | \$1,495.00 |
| 9300E-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |

| | | |
|---|--|------------|
| 9390E-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>non-rechargeable battery</u>). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (<u>rechargeable battery</u>). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-501/601).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$199.00* |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$199.00* |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 180-2022-001 | Wall Sleeve | \$65.00 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0031-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0034-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 9934-001 | AHA Quick Response Program Management (2 years)--AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9934-002 | AHA Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9935-001 | ASHI Quick Response Program Management (2 years)--ASHI AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. | \$1,600.00 |
| 9935-002 | ASHI Total Response Program Management (2 years)--in addition to Quick Response program features, basic first aid and oxygen administration are included. | \$1,800.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 9940-001 | Annual AED Inspection/Service Visit – Per AED per year | \$295.00 |
| 9940-002 | Semi-Annual AED Inspection/Service Visit – Per AED per year | 495.00 |
| 9940-003 | Monthly AED Inspection/Service Visit – Per AED per year | \$3,540.00 |
| 9940-004 | Quarterly AED Inspection/Service Visit – Per AED per year | 1,180.00 |
| 9928-001 | Prescription for AED | \$0.00 |
| 180-5020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$395.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-002 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 400846-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |

| | | |
|------------|--|----------|
| 400847-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$68.00 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$44.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$250.00 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |

AED Upgrades

| Model # | Description | Net Price \$ |
|-------------|--|--------------|
| 40-00005-01 | 9300E Multi-Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00076-01 | 9300P AHA Upgrade CD Kit | \$19.95 |
| 10-00086-01 | 9300E/A/C/D Single Rescue AHA Upgrade CD Kit | \$19.95 |
| 10-00096-01 | 9200RD and 9210RD Single Rescue AHA Upgrade CD Kit | \$39.95 |

TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

- Service Technicians are available 24 hours a day, 7 days a week.
 Phone: 1-800-426-0337 or 888-466-8686
 Fax: 425-402-2022
 Email: techsupport@cardiacscience.com

- Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
500 Burdick Parkway
Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

- Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.

CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time.

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Account Number: 3300497486
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Lindan Wharton
Credit Manager
P: 425-402-2681
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground. **Shipping and handling charges will be included (FOB DESTINATION).**

All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of DMB and Contractor agreement (e-mail dated 10/22/07)

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 21, 2007

CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B6200147
 between
 THE STATE OF MICHIGAN
 and

| | |
|--|---|
| NAME & ADDRESS OF VENDOR Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 | TELEPHONE (248) 703-7675 Rob Cutler |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) – Statewide | |
| CONTRACT PERIOD 2 Years From: January 12, 2006 To: February 1, 2008 | |
| TERMS 2% - 10, Net 30 Days | SHIPMENT 14 Days –ARO |
| F.O.B. Delivered | SHIPPED FROM Deerfield, WI |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

This Contract is Extended to Local Units of Government and Non-Profit Hospitals through MIDEAL.

NATURE OF CHANGE(S):

Effective March 13, 2007, the following Contract CHANGES are authorized:

1. Part numbers are attached per price list.
2. Maximum Order: NONE
3. Minimum Order: 1 AED
4. Geographic Coverage: Authorized Michigan State Agencies
5. Point of Production: Deerfield, WI.
6. Pricing Stated: Net Price
7. Quantity Discounts: Volume discounts are available upon request.
8. Prompt Payment Terms: Net 30 days
- 9a. Government Credit Card: Accepted
- 9b. Gov. Credit Card Discount: None
10. Foreign Items: None
- 11a. Time of Delivery: Within 14 days after receipt of order (ARO).
- 11b. Shipping: No Charge. Customer is responsible for paying the difference between normal and expedited freight charges.
12. Shipping Terms: F.O.B. Destination

- 13. Ordering Address: Cardiac Science Corporation
Attn: Customer Service
3303 Monte Villa Parkway
Bothell, WA 98021-8969
Phone: 1-800-426-0337
Fax: 425-402-2001
- 14. Payment/Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587
- 15. Warranty Provisions: Warranty on AEDs is seven (7) years.
Battery, electrodes and accessories warranted separately.
- 23. Preventive Maintenance: As stated in the Operation & Service Manual.
- 24. Year 2000 (Y2K) Compliant: Yes
- 25. Environmental Attributes: Lithium battery does not need to be recharged.
- 26. DUNS Number: 19-071-3797
- 27. CCR Database Registration: Yes
- 28. Business Size: Large
- 29. FEIN: 94-3300396
- 30. SIC: #3845
- 31. WA State Resale: #602-536-018
- 32. WI State Resale: #005-0002390509-01
- 33. Type of Organization: Corporation
- 34. Type of Business: Manufacturer
- 35. Names of Officers, Owners, or Partners: See Attached.
- 36. Contract Administrator: Jeanne Thompson
425-402-2321-Phone
425-402-2005-Fax
jthompson@cardiacscience.com
- 37. Renewal Periods: None
- 38. Administrative Fee: 1%
- 39. Usage Report Due: Quarterly
- 40. Quick Payment Terms: 2% (Net 10)

Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|--|--|--------------|
| 9300A-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9390A-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 PLUS Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300E-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |

| | | |
|--|--|------------|
| 9390E-501P "NEW" AHA 2005 Protocols | Powerheart AED G3 PLUS Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. <u>Features additionally: Rescue Coach instructive prompts, and Metronome for proper CPR compression frequency.</u> | \$1,495.00 |
| 9300P-501P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (non-rechargeable battery). 9145-001 Battery. | \$2,450.00 |
| 9300P-601P "New" 2005 AHA/ERC Protocols | Powerheart AED G3 Pro with ECG color display, manual override, configurable biphasic energy protocols and detection rates, optional 3-lead continuous ECG patient monitoring, multiple rescue internal memory, (rechargeable battery). 9144-001 Battery. | \$2,450.00 |

Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0031-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-201).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Carabiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$199.00* |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$199.00* |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$199.00* |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |

Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0031-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0034-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |

Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--|--|--------------|
| 9918-001 | Quick Response Program Management (2 years) – AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. 10 students one session. | \$995.00 |
| 9918-002 | Total Response Program Management (2 years) – in addition to Quick Response program features, basic first aid and oxygen administration are included. 10 students one session. | \$1,195.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 180-4020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00 |
| 180-5020-001 "NEW" AHA 2005 Protocols | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00* |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-002 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 400846-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |

| | | |
|------------|--|----------|
| 400847-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |

AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$119.20 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$68.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$119.20 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |
| | | |

TECHNICAL SUPPORT

If technical assistance is necessary, our service technicians will attempt to resolve your issue via toll free phone. If necessary, we will arrange for an on site service visit or replacement of our product.

**Please have serial and model numbers available when phoning. These numbers are found on the underside of the AED unit.*

- Service Technicians are available 24 hours a day, 7 days a week.

Phone: 1-800-426-0337 or 888-466-8686
 Fax: 425-402-2022
 Email: techsupport@cardiacscience.com

- Repairs, when necessary, will be made at our Deerfield, Wisconsin facility:

Cardiac Science Corporation
 500 Burdick Parkway
 Deerfield, WI 53531

RETURN INSTRUCTIONS: *Please obtain a valid Return Maintenance Authorization (RMA) prior to returning your equipment for repair. The RMA number will need to be noted on the outside of your box and sent to the attention of Technical Support.

Upon receipt of your equipment, you can expect a 2-week turn-a-round time for repair. If and when the equipment is not covered by our 7 year industry leading warranty, customer shall incur a \$195.00 evaluation fee plus the cost of parts.

➤ Loaner units will be provided at no charge (at the customer's request) within 24 hours.

PREVENTATIVE MAINTENANCE

All devices come with the industry's only seven (7)-year parts & labor warranty. Our patented proprietary RescueReady feature performs daily, weekly, and monthly self-checks. An audio and visual alarm will alert the user if the AED is not ready for use in a rescue situation. Self- tests automatically check the battery, pads (presence and function), internal electronics, energy charge cycle, SHOCK/CONTINUE button, and software. This information can be found in the operations & service manual.

CUSTOMER SERVICE

Cardiac Science Corporation's Customer Service Representatives are available Monday through Friday 5:00 AM until 4:30 PM Pacific Standard Time.

Order Address: 3303 Monte Villa Parkway
Bothell, WA 98021-8969

Phone Toll-Free: 1-888-274-3342
1-800-426-0337

PAYMENT

Remit To Address: Cardiac Science Corporation
Dept. 0587
P O Box 125087
Dallas, TX 75312-0587

Bank Reference: Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054
Account Number: 3300497513
ABA Routing Number: 121140399

Terms: Net 30 unless otherwise stated

Point of Contact: Lindan Wharton
Credit Manager
P: 425-402-2681
F: 425-402-2012

NORMAL DELIVERY

Products are shipped from Cardiac Science Corporation's Manufacturing facility in Wisconsin within 14 days after receipt of order (ARO). Typically, 99% of orders are shipped within two days ARO. Products will be shipped via Federal Express (FEDEX) Ground. **Shipping charges are included (FOB Destination).**

All other Terms, Conditions, and Pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of Contractor (e-mail dated 3/12/07) and Purchasing Operations authorization.

INCREASE: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B6200147
 (Supercedes Contract No. 071B5200215)
between
THE STATE OF MICHIGAN
and

| | | |
|---|----------------------|--|
| NAME & ADDRESS OF VENDOR | | TELEPHONE: Michael Green (248) 449-9652 |
| Cardiac Science Corporation 3303 Monte Villa Parkway Bothell, WA 98021-8969 Email: mgreen@cardiac.science.com | | VENDOR NUMBER/MAIL CODE |
| | | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 Automated External Defibrillators (AED's) - Statewide | | |
| CONTRACT PERIOD: From: January 12, 2006 | | To: February 1, 2008 |
| TERMS | SHIPMENT | |
| 2% - 10, Net 30 Days | 14 Days - ARO | |
| F.O.B. | SHIPPED FROM | |
| Delivered | Deerfield, WI | |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | | |
| MISCELLANEOUS INFORMATION: This Contract is Extended to Local Units of Government and other Non-Profit Organizations through MIDeal. The terms and conditions of this Contract are attached. Estimated Contract Value: \$373,750.00 | | |

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.07114001372. Orders for delivery of equipment will be issued directly by the Department of Management and Budget through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

| | |
|------------------------------------|---|
| FOR THE VENDOR: | FOR THE STATE: |
| Cardiac Science Corporation | Signature |
| Firm Name | William C. Walsh, CPPB |
| Authorized Agent Signature | Name |
| Authorized Agent (Print or Type) | Commodities Services, Acquisition Services |
| Date | Title |
| | Date |

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 20, 2006

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B5200215
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR Cardiac Science, Inc. 1900 Main Street, Suite 700 Irvine, CA 92614 mgreen @cardiac science.com | TELEPHONE: (248) 449-9652 Michael Green |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 CS138# N/A Automated External Defibrillators (AED's) - Statewide | |
| CONTRACT PERIOD: 3 years From: February 15, 2005 To: February 1, 2008 | |
| TERMS Net 30 Days | SHIPMENT 2 Days- ARO |
| F.O.B. Delivered | SHIPPED FROM Minnetonka, MN |
| MINIMUM DELIVERY REQUIREMENTS 1 AED | |

Nature Of Change(s):

Effective January 12, 2006, this Contract is hereby **CANCELLED** and replaced by Contract No. 071B6200147 due to Vendor Name Change and FEIN number change. The new vendor name is:

Cardiac Science Corporation
 3303 Monte Villa Parkway
 Bothell, WA 98021-8969
 FEIN: 94-3300396

All other terms, conditions and pricing of this Contract shall remain the same.

Authority/ Reason: Per letter from vendor (Jeanne Thompson) dated January 5, 2006.

Increase: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$0.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 15, 2005

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B5200215
between
THE STATE OF MICHIGAN
and

| | |
|---|--|
| NAME & ADDRESS OF VENDOR Cardiac Science, Inc. 1900 Main Street, Suite 700 Irvine, CA 92614 mgreen @cardiac science.com | TELEPHONE: (248) 449-9652 Michael Green |
| | VENDOR NUMBER/MAIL CODE |
| | BUYER/CA (517) 373-6535 William C. Walsh, CPPB |
| Contract Compliance Inspector: William C. Walsh (517) 373-6535 CS138# N/A Automated External Defibrillators (AED's) - Statewide | |
| CONTRACT PERIOD: 3 years From: February 15, 2005 To: February 1, 2008 | |
| TERMS <p style="text-align: center;">Net 30 Days</p> | SHIPMENT <p style="text-align: center;">2 Days- ARO</p> |
| F.O.B. <p style="text-align: center;">Delivered</p> | SHIPPED FROM <p style="text-align: center;">Minnetonka, MN</p> |
| MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">1 AED</p> | |

Nature Of Change(s):

Effective November 15, 2005, the following CHANGES are made to this Contract:

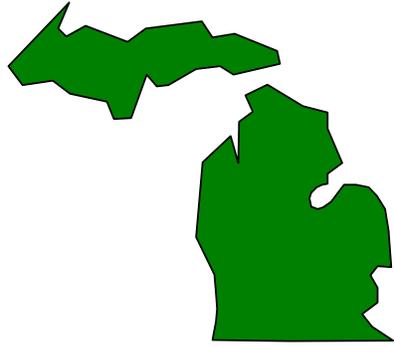
The local vendor contact is changed to: Michael M. Green
 Cardiac Science Corp.
 20840 Veranda Drive
 Novi, MI 48375
 Office: (248) 449-9652
 Cell: (248) 705-1052
 Fax: (248) 869-6067
 E-mail: mgreen@cardiacscience.com

All other terms, conditions and pricing of this Contract shall remain the same.

Authority/ Reason: Per request of vendor and approval of Acquisition Services.

Increase: \$0.00

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$373,750.00



**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 071B6200147
Automated External Defibrillator (AED)

Buyer Name: William C. Walsh, CPPB
Telephone Number: (517) 373-6535
E-Mail Address: walshw@michigan.gov



Automated External Defibrillator (AED)

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Price Listing



Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

This Contract is a Statewide Contract for Automated External Defibrillators (AED's), which shall be available to state agencies, local units of government and other non-profit organizations in the State of Michigan..

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the Department of Management and Budget, Acquisition Services.
- b. Although there will be continuous liaison with the Contractor team, the Contract Administrator will meet as required, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written *semi-annual reports as to purchasing activity*.
- d. The Contractor shall provide the names and title of personnel assigned to this project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status or other unforeseen circumstances may only be made with prior approval of the state.

1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 AED SPECIFICATIONS

1. Operation and Use:

- 1.1 AED shall require an operator to push no more than one button during a rescue.
- 1.2 Electrodes shall always be installed and ready to use in AED prior to rescue.
- 1.3 Electrodes shall be non-polarized and interchangeable allowing the user to place either electrode in the proper body position and labeled accordingly.
- 1.4 AED shall have voice, visual and text prompts to guide the user through the rescue process in a simple step-by-step manner.
- 1.5 AED shall have a backlit LCD text display, which features elapsed rescue time, number of shocks administered, and a CPR countdown.
- 1.6 AED shall automatically analyze patient ECG and signal quality using automatic algorithms to determine if a shock is required.
- 1.7 AED shall have pacemaker pulse detection capability.
- 1.8 AED shall have pediatric defibrillation capability.
- 1.9 AED shall have 0.08mV Asystole threshold.
- 1.10 Charge time for three shocks shall not exceed 55 seconds with a new battery.

**2. Waveform/Algorithm:**

- 2.1 AED shall utilize a three-shock sequence of escalating energy.
- 2.2 AED waveform shall deliver variable energy levels for a broad range of patient impedances (105J – 360J).
- 2.3 AED shall offer multiple programmable energy settings, with choice of ultra-low (105J - 190J), standard escalating (140J - 360J) and non-escalating variable energy options.
- 2.4 Waveform shall be Biphasic Truncated Exponential.
- 2.5 Waveform shall actively compensate for a patient's impedance level.
- 2.6 Waveform shall actively respond to patient's Cellular Response Curve.
- 2.7 AED shall not shock patient inadvertently if the patient does not require a shock.
- 2.8 AED shall have the capability to continuously monitor and analyze the victim's heart rhythm throughout a rescue attempt, including during CPR time-out. (The exception is after a 3-shock sequence when the AED shall not interrupt a mandatory CPR time-out).
- 2.9 AED shall have the capability to program detection rates for VF/VT (can be programmed by medical directors or their designees using MDLink software).
- 2.10 AED shall have a SVT therapy option (can be programmed by medical director or their designee using MDLink software)
- 2.11 AED shall automatically synchronize delivery of a defibrillation shock with the patient's electrocardiogram R-wave. If AED is unable to synchronize, it will deliver an unsynchronized shock if necessary.
- 2.12 AED shall automatically disarm if the victim converts to a non-shockable heart rhythm after a shock decision is made (device is charged). AED shall inform the rescuer that the heart rhythm has changed and reanalyze the victim's heart rhythm (non-committed shock feature).
- 2.13 AED shall automatically detect noise (artifact) with the ECG rhythm, and alert the rescuer of the condition via a voice prompt.

EASE OF USE/SELF TESTING FEATURES**3. Automated Self Tests:**

- 3.1 AED shall perform a daily automated self-test to confirm presence and function of electrodes and cable, and test the battery, electrical circuitry and waveform delivery system.
- 3.2 AED shall perform a weekly automated self-test with partial load capacitor charge to test battery, electrical circuitry and waveform delivery system.
- 3.3 AED shall perform a monthly full load capacitor charge and discharge test to ensure device readiness for rescue attempts.
- 3.4 AED shall warn user with audible alert at 110dB and visual signals if the system fails any of the automated self-tests and is not ready for use.
- 3.5 The audible warning tone will continue to sound every 30 seconds for up to one year on a fully charged battery until the lid is opened.

AED shall perform a user initiated self-test when the lid of the device is opened.

ELECTRODES**4. Electrodes:**

- 4.1 One pair of electrodes shall be included with each AED.
- 4.2 Electrodes shall be supplied in a ready-to-use, sealed package that contains one pair of self-adhesive electrodes with attached cables and a connector.
- 4.3 Electrodes shall be disposable.



- 4.4 Electrodes shall be shipped to the customer with a minimum shelf life of two years.
- 4.5 Electrodes shall be labeled as non-polarized.
- 4.6 A diagram to assist in proper electrode placement shall be available on the electrode package and on each individual electrode.
- 4.7 Electrodes shall have a minimum surface area of 228 cm.
- 4.8 Electrode cable shall have a minimum length of 1.3 m.

Electrodes shall be compatible when using Cardiac Science manufactured adapters, with Quik-Combo™, Fast-Patch™ and Zoll Stat-Padz™ systems allowing electrodes to be used with ALS defibrillators.

5. Battery:

- 5.1 AED shall use one, non-rechargeable lithium battery for operation (called Cardiac Science Intellisense® Lithium Battery).
 - 5.2 Typical capacity of a new battery shall be at least 290 discharges at 20°C.
 - 5.3 Expected shelf life of a new battery shall be five years from the date of manufacture.
 - 5.4 AED shall incorporate a visible fuel gauge notifying the end user of battery capacity during use in quarter life increments.
 - 5.5 Battery shall incorporate a memory chip giving complete history of battery use (installation date, shocks provided daily diagnostics completed, etc.).
- Battery shall be warranted for seven (7) years against defects in materials and workmanship, and four (4) years unconditional replacement operating warranty, from date of installation into a Powerheart AED.

RESCUE DATA RETREIVAL

6. ECG Recording and Information Documentation:

- 6.1 AED shall provide a up to 34 minutes of internal event documentation.
- 6.2 AED shall permit ECG and event information to be downloaded via a serial cable to a Windows® based PC after a rescue.
- 6.3 AED clock shall be able to be synchronized to PC clock through direct connection to a PC.
- 6.4 Optional supporting software shall allow medical directors or their designees to program devices to meet their protocols for AED use. Adjustable parameters shall include detection rates for VF/VT & optional SVT therapy, Variable energy protocol options, 2nd shock energy level, energy level after conversion, etc.
- 6.5 Data transfer, review and management software and required cables shall be included with each AED.

1.102 RESEARCH AND DEVELOPMENT

Cardiac Science has 31 full time employees in Research & Development, committed to new product development. We have launched two new FDA Approved AEDs in the past three months. We spend more than three million dollars annually on Research & Development.

1.103 QUALITY ASSURANCE PROGRAM

Cardiac Science's Quality System is certified to ISO 13485:1996, Quality Systems for Medical Device Manufacturers and is designed to meet the FDA Quality System Regulations, 21 CFR 820.

1.104 WARRANTY FOR PRODUCTS OR SERVICES

Cardiac Science warrants to the original purchaser that its products will be free of any defect in material and workmanship according to the terms and conditions of the Limited Warranty for Seven-Years (7) from the



date of original shipment for all products, except those with date expiration (i.e., electrodes and batteries). Products with date expiration shall be warranted until the expiration date. (A copy of the Warranty is provided with each AED).

The Powerheart® AED G3 is designed to eliminate annual service costs as no outside maintenance is required. All devices come with a seven (7)-year parts & labor warranty.

Provided proper usage and maintenance procedures have been followed as prescribed by the Powerheart® AED G3 operations & service manual, shipping costs for inoperable equipment will be paid by Cardiac Science. A loaner unit will be provided (at customer's request) within 24 hours.

To obtain service under warranty, call toll free at 888-466-8686 seven days a week, 24 hours a day. Our technical service representative will try to resolve your issue over the phone. If necessary, we will arrange for service or a replacement of our product and will issue an RMA number (Return Merchandise Authorization) that the customer must have written on the outside of their package.

Technical Support is available 24 hours a day, 365 days a year. A diagnosis of operation failure may be determined via telephone (888)-466-8686 and connection of AED to PC through the use of RescueLink® software. If it is determined service is necessary, the unit is returned to Cardiac Science at our expense for repair or replacement. All service is performed at the factory in a sterile environment.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Orders can be placed between the hours of 6:00 a.m. and 4:00 p.m. Pacific Time. This can be accomplished by calling our Toll Free Phone Number: 800-991-5465, sending a Fax to: 949-851-4418 or emailing an order to: aedorders@cardiacscience.com. Cardiac Science will input authorized individuals names and contact information as well as quantity limits into our system as directed by the State of Michigan for control purposes. This will include verifying orders that appear to be abnormal or excessive.

Customer Service is available 24/7, 365 days a year by calling our Toll Free Phone Number: 888-466-8686.

1.202 TRAINING

Cardiac Science will provide Product Orientation free of charge. This would include a review of the operation and maintenance of the device and any accessories purchased. It should take no more than 30 minutes.

For an additional charge, Cardiac Science offers comprehensive AED/CPR training and program management services that facilitate successful AED deployments. Cardiac Science's AED Program Services are provided completely by our personnel, who come with varied medical backgrounds that include EMTs, paramedics, and RNs. Cardiac Science is the single point of contact for implementation and day-to-day management.

The Quick Response AED/CPR Program Management is a comprehensive American Heart Association AED/CPR training and program management program that facilitates successful AED deployments. You can rely on us to help you every step of the way. Our program includes an E-minder feature that provides documentation reports and lets you know when it's time to order additional supplies or schedule training updates. The Quick Response Program includes: AHA Heartsaver AED/CPR training (a four-hour course) for up to ten (10) people at one location (one session), medical authorization/prescription and direction, and program management.

We also offer the Total Response Program which includes: AHA Heartsaver AED/CPR training (a six-hour course) for up to ten (10) people at one location (one session), basic first aid and emergency oxygen administration training, medical authorization/prescription and direction and program management.

MasterTrak® Documentation and Information Management is available only to our customers and may vary by program selected. MasterTrak® is a proprietary Software Automation System designed to track critical components of your AED implementation. Through the use of MasterTrak®, Cardiac Science will track the AEDs, their location and serial numbers, as well as electrodes and batteries, and expiration dates, without your intervention. The system is capable of notifying you when critical components will expire or need attention.



MasterTrak capabilities include:

- Secured, password protected internet site.
- Tracking of trained responders by name, department, job title and location.
- Tracking of training certifications and expiration dates.
- Automatic notification to schedule retraining in advance of certification expiration.
- Tracking of all emergency kit contents and equipment data including device types, model and serial numbers, battery and electrode lot number and expiration dates.
- Tracking of all inspections, inspection history and maintenance records.
- Automatic notification to complete on-line refresher training.
- Automatic notification to designated employees to inspect AEDs and emergency medical kits.
- Tracking of all events including use of AED and the post-event activities to ensure compliance with federal and state regulations.
- Comprehensive documentation of all class evaluations.
- Detailed and summary performance reports.

For the above programs, Cardiac Science provides all books and course materials. Written prescription to receive the AEDs is provided. As well as the oversight of your AED Program and protocols by a licensed physician required by each state, and assistance with preparation of state registration.

1.203 REPORTING

Cardiac Science will provide reports to the State of Michigan, no more than once Quarterly which detail sales quantities and costs of products and services by part number and description, requesting agency and location, delivery date and delivery point. We have some options in customizing reports for the State of Michigan.

1.204 SPECIAL PROGRAMS

None provided.

1.205 SECURITY

All Cardiac Science sales representatives wear shirts with our logo clearly visible. Deliveries are sent via UPS Ground and as such will be wearing an official UPS uniform. We do not perform background checks on our employees, nor do we issue ID badges.

1.3 Delivery Capabilities

1.301 TIME FRAMES

Cardiac Science orders will be shipped within two days after receipt of order (ARO) via UPS Ground, FOB Destination. If expedited delivery is requested, it will be delivered FOB Destination Freight prepaid and add. Expedited delivery will be charged to the State of Michigan. We do not foresee delays in shipping for quantity orders.

1.302 MINIMUM ORDER

The minimum order will be one (1) AED. The prices quoted in this proposal reflect a substantial discount from our retail prices. There is no additional quantity price break.

1.303 PACKAGING

Packaging is in accordance with our commercial practices and meets requirements of the Department of Transportation.

1.304 RESERVED



1.305 DELIVERY TERM

1.306 RESERVED FOR ACCEPTANCE OF DELIVERABLES/PARE EXPLANATION

1.4 Project Price

1.401 PRICING

Powerheart AED G3, Model 9300E-201 @ \$1,495 each, Includes:

- (1) Defibrillator.
- (1) IntelliSense Lithium Battery, #9146-001.
- (1) Pair of adult defibrillation pads, #9131-001.
- (1) Quick Start Tool Kit (Includes: Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink® and MDLink® and serial communication cable), #180-0031-001.

| <u>REPLACEMENT ORDERS OF ITEMS:</u> | <u>PRICE</u> |
|-------------------------------------|--------------|
| Battery, #9146-001 | \$245.00 |
| Adult pads, #9131-001 | \$32.00 |

All other accessories will be provided to the State of Michigan with at a 20% discount from list price.

STATE ADMINISTRATIVE FEE

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The Administrative Fee equals 1% of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Acquisition Services.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State BPO Number, report amount(s), and reporting period covered.

Contractor must forward the check to the following address:

Acquisition Services
530 West Allegan St.
Lansing, MI 48933

Please make check payable to: Treasurer, State of Michigan

1.402 QUICK PAYMENT TERMS

The State of Michigan will receive a **2%** discount off invoice if paid within **10 days of invoice issuance**, otherwise payment terms are **Net 30**.

1.403 PRICE TERM

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider



various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 Quantity term

Requirements – Vendor agrees to supply all that the state requires

1.6 RESERVED



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for Automated External Defibrillators (AED's) for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

All State agencies, units of local State and members of MiDEAL may issue orders for items listed on this Contract at the same prices, terms and conditions.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services.

Acquisition Services is the sole point of contact in the State with regard to all procurement and Contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the Contract from any individual or office other than Acquisition Services and the listed Contract administrator

All communications covering this procurement must be addressed to Contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: William C. Walsh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-6535
walshw@michigan.gov

2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately February 15, 2005 through February 1, 2008.

Option. The State reserves the right to exercise two (2) - one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



Extension. At the sole option of the State, the Contract may also be extended. Contractor performance, quality of products, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within 30 days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the Contract expires. The preliminary notice does not commit the State to an extension. If the State exercises this option, the extended Contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, Contractor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this Contract; some statutes are reflected in the clauses of this Contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its sub-Contractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-Contractors during the performance of this Contract.



2.008 HEADINGS

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

2.009 MERGER

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

Each provision of this Contract shall be deemed to be severable from all other provisions of this Contract and, if one or more of the provisions of this Contract shall be declared invalid, the remaining provisions of this Contract shall remain in full force and effect.

2.011 SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

2.012 NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Contract.

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations

2.101 ACCOUNTING RECORDS

The Contractor and all sub-Contractors shall maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on this Contract or extension thereof.

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.



The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 RESERVED

2.104 RESERVED

2.105 RESERVED

2.106 RESERVED

2.107 RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

The Contractor shall select sub-Contractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.109 CALL CENTER DISCLOSURE

The Contractor and/or all sub-Contractors involved in the performance of this Contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor is on notice that time is of the essence in the performance of this Contract. Late performance will be considered a material breach of this Contract, giving the State a right to invoke all remedies available to it under this Contract.

2.202 CONTRACT PAYMENT SCHEDULE

All invoices should reflect actual work done. Each state agency will issue a purchase order against the BPO and indicate the ship to/bill to address. Each state agency, local unit of State and MiDEAL member is responsible for their own purchases.

2.203 RESERVED

2.204 RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State Contractors. Contractor is encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED



2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of this Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of this Contract.

2.302 CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Contract. If any part of the work is to be sub-Contracted, the Contract must include a list of sub-Contractors, including firm name and address, contact person and a complete description of work to be sub-Contracted. The State reserves the right to approve sub-Contractors and to require the Contractor to replace sub-Contractors found to be unacceptable. The Contractor is totally responsible for adherence by the sub-Contractor to all provisions of this Contract. Any change in sub-Contractors must be approved by the State, in writing, prior to such change.

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under this Contract to a sub-Contractor other than a sub-Contractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that the Contractor provided in the bid.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

2.305 INDEMNIFICATION

General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its sub-Contractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in this Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its sub-Contractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its sub-Contractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its sub-Contractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its sub-Contractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits



payable by or for the Contractor or any of its sub-Contractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of this Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan Stateal or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan Stateal or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.



2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of this Contract.

2.307 CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of State unless other arrangements are authorized by Acquisition Services.

2.308 FORM, FUNCTION, AND UTILITY

If this Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

2.310 RESERVED

2.311 RESERVED

2.312 RESERVED

2.313 RESERVED

2.314 WEBSITE INCORPORATION

The State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

2.4 Contract Review and Evaluation

2.401 CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of this Contract. However, overseeing this Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Department of Management and Budget
Acquisition Services
William C. Walsh, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-6535
walshw@michigan.gov



2.402 PERFORMANCE REVIEWS

Acquisition Services may review with the Contractor their performance under this Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of this Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, this Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with this Contract requirements.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless Acquisition Services has approved a change.

2.502 QUALITY ASSURANCE

The State reserves the right to periodically test products, which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of this Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

2.504 GENERAL WARRANTIES (goods)

Warranty of Merchantability – Goods provided by the Contractor under this Contract shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the vendor or on the container or label.



Warranty of fitness for a particular purpose – When Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor’s skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

Warranty of title – Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by vendor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of Contracting, has no knowledge. Goods provided by Contractor, under this agreement, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.505 RESERVED

2.506 RESERVED

2.507 RESERVED

2.508 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.

Within three (3) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with this Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 RESERVED

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this Contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this Contract.



2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under this Contract (either itself or through another Contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its sub-Contractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under this Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of this Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) this Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its sub-Contractors will not relieve the Contractor of its obligations under this Contract except to the extent that a sub-Contractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the sub-Contractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.



In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling this Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of Contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of this Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or sub-Contract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and



property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those sub-Contracts and outstanding orders for material and supplies resulting from the terminated Contract.

- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3.) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all sub-Contracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If this Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under this Contract.

C. Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

D. End of Contract Transition

In the event this Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment,



services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's sub-Contractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's sub-Contractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under this Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under this Contract. This shall include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of this Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

E. Transition out of this Contract

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
 - (i) Cooperating with any Contractors, vendors, or other entities with whom the State Contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
 - (ii) Reserved.
 - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
 - (iv) Reconciling all accounts between the State and the Contractor;
 - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
 - (vi) Freezing all non-critical software changes;
 - (vii) Notifying all of the Contractor's sub-Contractors of procedures to be followed during the transition out phase;
 - (viii) Assisting with the communications network turnover, if applicable;



- (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
- (x) Answering questions regarding post-migration services;
- (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.

(2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (i) Reconciling all accounts between the State and the Contractor;
- (ii) Completing any pending post-project reviews.

2.703 RESERVED

2.704 RESERVED

2.705 RESERVED

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

This Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

2.802 TIME EXTENTIONS

Time extensions for Contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that this Contract completion date will be extended only for those specific elements related to the changed work and that the remaining Contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

Acquisition Services reserves the right to modify this Contract at any time during the Contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on this Contract, only if prior written approval has been granted by Acquisition Services.

2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this Contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state



shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of this Contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Cardiac Science Corporation Automated External Defibrillators (AEDs)

| Model # | Description | Net Price \$ |
|-------------|---|--------------|
| 9300A-201P | Powerheart AED G3 Fully Automatic package with voice & text display; biphasic waveform, and internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
| 9300 E-201P | Powerheart AED G3 Semi-Automatic package with voice & text display; biphasic waveform & internal memory. 9146 Battery, 9300 Series Carry Case, Ready Kit, and Extra set of Adult electrodes. | \$1,495.00 |
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Each AED package includes: (1) Defibrillator (Choose from above), (1) IntelliSense Lithium Battery, PN: 9146-00, (2) pair of adult defibrillation pads, PN: 9131-001, (1) Carrying case, PN: 168-6000-001, (1) Ready kit, PN: 5550-003, and (1) Quick Start Tool Kit, PN: 180-0037-001 (includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. (Not included with 9300P-201).

Delivery Systems

| Model # | Description | Net Price \$ |
|--------------|---|--------------|
| 168-6000-001 | Carrying case for 9300 series AED. | \$79.96 |
| 9157-004 | Hard-sided waterproof carrying case for AED. | \$255.20 |
| 164-0225-001 | Empty backpack/carrying case, holds AED and size D or C oxygen cylinders. | \$319.96 |
| 5550-003 | Ready Kit for 9300 series AED G3: includes nitrile gloves, razor, scissors, towel, 4" gauze, antiseptic wipes, and one-way filter mask. Caribiner attachment. | \$47.96 |
| 166-0418-001 | Spare Battery Bag (empty): Attaches to 9300 Series AED G3 carrying case. | \$47.96 |
| 5587-001 | Total Response Rescue Kit includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. Includes wire wall rack. | \$796.76 |
| 5588-001 | Total Response Rescue Backpack includes emergency oxygen cylinder, single flow regulator, tubing, mask, BBP Kits and First Aid Kit. | \$876.76 |
| 180-2020-001 | AED wall mount storage case | \$279.20 |
| 180-2021-001 | AED wall mount storage case with strobe light alarm | \$319.20 |
| 180-2021-002 | AED wall mount storage case with strobe light alarm, security system enabled | \$319.20 |
| 180-2021-003 | Semi-recessed AED wall mount storage case with strobe light alarm, security system enabled | \$359.20 |
| 170-2145-001 | Wire wall mount rack for 9300 series AED G3 | \$40.00 |
| 170-2146-001 | Wire wall mount rack for 9300 series AED G3 w/ straps | \$40.00 |
| 170-2150-001 | Wire wall mount rack for 9300 series AED G3 in carrying case (168-6000-001) | \$47.20 |
| 170-2152-001 | Wire wall mount rack for 9300 series AED G3 w/ straps in carrying case (168-6000-001) | \$47.20 |
| 168-0056-001 | Wall Mount Sign identifying location of AED, 3-D | \$24.00 |
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Software

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 180-0034-001 | Additional Quick Start Tool Kit for 9300P series AED G3 | \$79.96 |
| 180-0037-001 | Additional Quick Start Tool Kit for 9300 E/C/A series AED G3: includes Quick Start Guide, CD-ROM with AED Manual, Training Video, RescueLink and MDLink, and serial communication cable. | \$79.96 |



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|--------------|--|---------|
| 9171-001 | USB Serial Adapter Cable | \$23.96 |
| 162-0108-001 | IR Communications Cable for Powerheart AED G3 PRO (serial). Compatible with USB ports via 9171-001 | \$47.96 |
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Heartsafe Program Management, Educational Accessories and Materials

| Model # | Description | Net Price \$ |
|--------------|--|--------------|
| 9918-001 | Quick Response Program Management (2 years) – AHA Heartsaver AED/CPR training, medical authorization/prescription and direction, program management, MasterTrak software and E-minders. 10 students one session. | \$995.00 |
| 9918-002 | Total Response Program Management (2 years) – in addition to Quick Response program features, basic first aid and oxygen administration are included. 10 students one session. | \$1,195.00 |
| 9919-001 | Additional Training for 10, Quick Response – same day and location. | \$795.00 |
| 9919-002 | Additional Training for 10, Total Response – same day and location | \$995.00 |
| 9921-001 | Blood Borne Pathogens Training and materials – one hour of training as add on to training schedule (Total Response Only) covering potential transmission and disease of common blood borne pathogens | \$199.00 |
| 9921-002 | First Aid Training - Three hour AHA course provides basic first aid procedures for medical emergencies and injuries. | \$749.00 |
| 9922-001 | Online Refresher Training for 10 students (annually) provides a review of AED/CPR training and an online quiz. | \$399.00 |
| 9925-001 | AED/CPR for Children – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for children ages 1-8. | \$199.00 |
| 9925-002 | AED/CPR for Infants – This one hour AHA Heartsaver course teaches rescuers AED/CPR and choking skills for infants under 1. | \$199.00 |
| 180-4020-001 | Full size AED Trainer, dual mode AED/Automatic with Manual, Training Pads (one pair) and Remote Control: English (U.S.), Spanish, Portuguese (Brazil), French, Italian, Greek. | \$495.00 |
| 180-2080-002 | AED Trainer Replacement Remote Control | \$49.95 |
| 9021-003 | AED Patient Simulator with 3-lead terminals | \$619.00 |
| 9035-003 | Adult Training Pads (one pair) for use with Cardiac Science training device | \$27.50 |
| 9725-001 | Pediatric Training Pads (one pair) for use with Cardiac Science training device | \$69.95 |
| C-5009-000 | AHA Heartsaver AED Text | \$10.00 |
| 116-0011-001 | AHA Heartsaver AED Instructor's Manual | \$18.00 |
| 116-0013-001 | AHA Heartsaver AED Instructor's Tool Kit: includes video, presentation, evaluation forms | \$60.00 |
| 9917-001 | Site Assessment – an AED specialist on site to determine the best place to deploy AEDs and determine quality | \$499.00 |
| 9927-001 | Post Event Review and Incident Debriefing Service – call in support, assistance with download of data and submission of data as required by state regulation within 24 hours of notification. Service per location per year. | \$49.95 |
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AED Accessories

| Model # | Description | Net Price \$ |
|-----------|--|--------------|
| 9131-001 | Defibrillation pads (adult) with two-year shelf life | \$35.16 |
| 9660-001 | Polarized Defibrillation Pads with pacing capability (adult): two-year shelf life | \$35.16 |
| 9730-002 | Pediatric Defibrillation Pads: two year shelf life | \$79.16 |
| 5111-001 | ECG Patient Monitoring Kit for Powerheart AED G3 Pro: Includes 3 lead cable and 3-pack of ECG electrodes | \$236.00 |
| 9051-002 | Electrode Adapter: connects Cardiac Science AED pads to Medtronic Physio-Control defibrillators using QUIK-COMBO® connector system | \$119.20 |
| 9053-001 | Electrode Adapter: connects Cardiac Science AED pads to Zoll® defibrillators | \$68.00 |
| 9055-001 | Electrode Cable: reverse adapter for QUIK-COMBO system | \$119.20 |
| 9143-001 | IntelliSense Lithium Battery: for FirstSave AED G3, models 9300C | \$156.00 |
| 9144-001 | Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$316.00 |
| 9044-001 | Charger Kit for Rechargeable Battery: for Powerheart AED G3 Pro Model 9300P. | \$156.00 |
| 9145-001 | IntelliSense Lithium Battery: for Powerheart AED G3 Pro model 9300P | \$316.00 |
| 9141R-001 | IntelliSense Lithium Battery: for all Cardiac Science AEDs, TSO-C97 certified | \$316.00 |
| 9146-002 | IntelliSense Lithium Battery (yellow; for Powerheart AED G3 model 9300E and 9300 A shipped after April 12, 2004 | \$316.00 |
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Returned Merchandise Policy - Authorization is required for all returns and a Returned Material Authorization (RMA) number must be obtained prior to returning product to Cardiac Science. An RMA number must appear on the outside of the shipping box and can be obtained by calling 1-888-466-8686.

For Technical Support please call: 1- 888-466-8686.