KingCounty

Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
401 5th Avenue
SEATTLE, WA 98104

206-263-9400 Ph
206-296-7676 Fax
TTY Relay: 771
www.kingcounty.gov

CONTRACTOR:
PHILIPS HEALTHCARE
3000 MINUTEMAN RD STOP 400

ANDOVER, MA 01810-1032 United States
Fax: (978) 8563148

CONTRACT

CONTRACT NO.	REVISION	PAGE
511488	2	1 of 1

CREATION DATE 01-JAN-2012	BUYER JORDAN JUNGNITZ
DATE OF REVISION 12-MAR-2012	BUYER JORDAN JUNGNITZ

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
6665	NET45DAYS	Paid	DESTINATION	Seller Chooses	Telephone: (978) 659-7747

DESCRIPTION

TERM PURCHASE AGREEMENT

CHANGE ORDER NUMBER 1 (ISSUED MARCH 12, 2012)

THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT TO FURNISH AUTOMATIC EXTERNAL DEFIBRILLATORS AND RELATED ITEMS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES, DURING THE PERIOD APRIL 1, 2012 THROUGH MARCH 31, 2013, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 01710, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.

ESTIMATED ANNUAL CONTRACT VALUE: $25,000.00

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

OFFICE OF STATE PROCUREMENT
1500 Jefferson Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
http://www.des.wa.gov

Contract No. 01710 (NASPO Contract)

Automatic External Defibrillators (AED's)

Contract Extension, Pricing and Ordering Information			
Contract Number	01710		
Commodity Code	475-37, 475-68		
Purpose:	One year contract extension contingent with price increases		
Effective Date	April 1, 2012		
Contract Term	Maximum Six (6) Years or through March 31, 2017		
Current Term	April 1, 2012 through March 31, 2013		
Term Worth	$ 261,335.00 (Initial one year)		
Scope and Purpose	The purpose of this Contract is to facilitate the as-needed purchase of Automatic External Defibrillators (AED's) and related supplies for Washington State Agencies and Purchasing Cooperative Members.		
Contractors	This Contract is awarded to three (3) vendors: Cardiac Science, Philips Healthcare and Zoll Medical.		
Executed Participating Addendums	**Cardiac Science**	**Philips**	**ZOLL**
	Cardiac Science PA 3-31-11pdf.pdf	Philips PA 3-31-11.pdf	ZOLL PA 3-31-11.pdf
Contract Administrator	**Primary:** Kevyn L. Davidson (360) 407-9413 E-mail: Kevyn.davidson@des.wa.gov **Alternate:** DES Customer Service (360) 902-7400 csmail@ga.wa.gov		

24/7 Technical Support **Phone:** (800) 426-0337 or (888) 466-8686 **Email:** techsupport@cardiacscience.com		
Repairs	**Send to:** Cardiac Science Corporation 500 Burdick Parkway Deerfield, WI 53531	**Contact:** Customer Service **Phone:** (800) 426-0337 x 2494 **Fax:** (425) 402-2001 ***Please obtain a Return Material Authorization (RMA) number prior to returning equipment for repair.**
Warranty	7 Year warranty on all Powerheart AED's. See more specific warranty information below: Cardiac Science-warranty info.pdf	
Philips Healthcare		
Order Placement	**Send to:** Philips Customer Service **Phone:** (800) 934-7372 **Fax:** (800) 947-3299	
Sales and Customer Service Contact	**Accounts Manager** (police, state agencies, municipal government including schools and universities) Katie Boucher Phone: (206) 550-5175 katie.boucher@philips.com	**Accounts Manager** (Fire and EMS) Daren LeCrone Phone: (206) 200-7903 Daren.lecrone@philips.com
Technical Support	**Customer Service** **Phone:** (800) 934-7372 **Fax:** (206) 664-2000	
Contract Administration	Trish Archambault 3000 Minuteman Rd, MS 400 Andover, MA 01810 Phone: (978) 659-7747 Fax: (978) 856-3148 Patricia.archambault@philips.com	
Website	www.aed.market@philips.com	

Contract Pricing	Click on embedded file below for current price list: ADDENDUM #6 PHILLIPS COMBINED PRICE LISTS.pdf.url	
Shipping	FOB Destination *Shipping charges may apply to orders under $300 All orders must be delivered within 30 days of order placement	
Purchase Card Acceptance	Visa and Master Card	
Payment Information	**Payment Address:** Philips Healthcare PO Box 100355 Atlanta, WA 30384-6538 ***Net 45 Payment Terms**	**Federal ID Number:** 13-3429115 **WEBS Supplier ID:** W72
Warranty	AED Unit- 5 years from shipment date Battery- 4 years from date of installation	Please see imbedded file below for more specific warranty information Philips Warranty Info 01710.pdf
ZOLL Medical		
Order Placement	**Send to:** ZOLL Customer Service Phone: (800) 348-9011 x440 Fax: (978) 421-0010	
Website	www.zoll.com	
Contract Pricing	Click on the embedded file below for current price list: SW300 ZOLL NASPO Contract Pricing UPDATED 8-8-2011.pdf.url	

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT

MASTER PRICE AGREEMENT NUMBER SW300

Between

Philips Healthcare [hereinafter "Contractor"]

and

The State of Washington

[hereinafter "Participating State" or "Participating Entity' (if not a state)]

State of Washington Contract No. 01710

1. Scope

This Addendum covers the NASPO Coop AED Contracts 2011-2016 led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

3.1 The State of Washington accepts Contractor's clarification to Attachment D, Section 12 *Audits* submitted with Contractor's Response to Solicitation No. SW300.

3.2 Contractor agrees to withdraw the exception to Attachment D, Section 20 *Immunity and Hold Harmless* originally submitted in Contractor's Response to Solicitation No. SW300.

3.3 Contractor agrees to all other State of Washington Special Terms and Conditions included as Attachment D of Solicitation No. SW300.

4. Continuation of Participation:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in the AED Contract which is extended to include participation in the NASPO Coop AED Contracts 2011-2016 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the NASPO AED Contract and/and any or all awarded contractors.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT

MASTER PRICE AGREEMENT NUMBER SW300

Between

Philips Healthcare [hereinafter "Contractor"]

and

The State of Washington

[hereinafter "Participating State" or "Participating Entity' (if not a state)]

State of Washington Contract No. 01710

This contract is sufficient to permit participation in the NASPO AED Contracts 2011-2016, unless specifically denied by the appropriate chief state procurement official.

5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Florian Giza
Address: 2401 N. Lincoln STE 116, Oklahoma City, OK 73071
Telephone: 405-552-3428
Fax: 405-521-4475
E-mail: florian_giza@dcs.state.ok.us

Contractor

Name: Dean Sanders, Indirect Channel Manager
Address: 3000 Minuteman Rd, Andover, MA 01810
Telephone: 314-566-3597
Fax: 425-482-8929
E-mail: dean.sanders@philips.com

Participating State (or entity)

Name: Melissa Cox
Address: 210 11th Ave SW, Room 201, Olympia, WA 98504-1017
Telephone: 360-902-7439
Fax: 360-586-2426
E-mail: melissa.cox@ga.wa.gov

7. Servicing Subcontractors:

Servicing subcontractors are not authorized under this agreement.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: 01710 and the Master Price Agreement Number: SW300.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CONTRACT

MASTER PRICE AGREEMENT NUMBER SW300

Between

Philips Healthcare [hereinafter "Contractor"]

and

The State of Washington

[hereinafter "Participating State" or "Participating Entity' (if not a state)]

State of Washington Contract No. 01710

inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Participating Entity: State of Washington	Contractor: Philips Healthcare
By:	By:
Name: Christine Warnock	Name: Margaret H. Messelaar
Title: Chief Procurement Officer	Title: Sr. Manager, Commercial Contracts
Date: 3/31/11	Date: 3/31/2011

EPLS

Excluded Parties List System

Search Results Excluded By
Exact Name : PHILIPS HEALTHCARE
SSN/TIN as of 12-Mar-2012 7:13 PM EDT

Your search returned no results.

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BILL TO
KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
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SEATTLE,WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
511488	0	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
20-MAY-11	J,Jungnitz
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	37154	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE
KATIE BOUCHER (206) 200-7903

REQUESTOR / DELIVER TO

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	TERM PURCHASE AGREEMENT FURNISH AUTOMATIC EXTERNAL DEFIBRILLATORS AND RELATED ITEMS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 01710, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE $25,000.00 THIS CONTRACT AGREEMENT NUMBER 511488 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23235B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

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ANDOVER,MA 01810-1032

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United States

BILL TO
KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
401 5TH AVE, CNK-ES0320
SEATTLE,WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
511488	0	2

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
20-MAY-11	J,Jungnitz
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	37154	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE
KATIE BOUCHER (206) 200-7903

REQUESTOR / DELIVER TO

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	STANDARD PURCHASE ORDER NUMBER TO AVOID DELAY IN PAYMENT.						
	Purchase Agreement Effective From: 01-APR-11 To: 31-MAR-12	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

Authorized signature

PURCHASE ORDER
GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.