

**CONTRACT BETWEEN  
PHYSIO-CONTROL, INC.  
AND  
COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 6th day of March, 2017, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **PHYSIO-CONTROL, INC.**, of 11811 Willows Road, NE, Redmond, WA 98073, hereinafter referred to as "Vendor".

**RECITALS**

**WHEREAS**, the County, after due notice and advertisement, received sealed bids for the purchase of one (1) Lucas 2 (or approved equal) portable battery operated automated cardiopulmonary resuscitation device; and

**WHEREAS**, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

**NOW THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-016-067 or within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total amount of \$16,593.86, pursuant to the bid specification sheet, attached hereto as Attachment A and made a part of this contract.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-016-067, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this

Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

**5. LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension,

revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or

damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

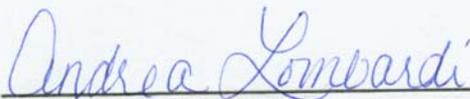
21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-016-067, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

**THIS CONTRACT** is made effective this 6th day of March, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

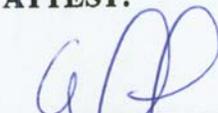
COUNTY OF GLOUCESTER

  
\_\_\_\_\_  
**ANDREA LOMBARDI,**  
**PRINCIPAL PURCHASING ASSISTANT**

  
\_\_\_\_\_  
**PETER M. MERCANTI,**  
**PURCHASING DIRECTOR**

ATTEST:

PHYSIO-CONTROL, INC.

  
\_\_\_\_\_  
**Camila Carvalho**  
**Bid & Proposal Specialist**

  
\_\_\_\_\_  
**By: Andy VanderKlok**  
**Title: Associate Pricing Manager**



**ATTACHMENT A**

Bid Opening 12/08/2016 10:00am  
 SPECIFICATIONS AND PROPOSAL FORM FOR THE  
 OF ONE (1) LUCAS 2 (OR APPROVED EQUAL) PORTABLE  
 BATTERY OPERATED AUTOMATED CARDIOPULMONARY  
 RESUSCITATION DEVICE FOR THE COUNTY OF  
 GLOUCESTER DEPARTMENT OF EMERGENCY RESPONSE  
 AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED  
 THROUGH THE COUNTY CONTRACT PURCHASING  
 SYSTEM NUMBERS CL-01-GC & 16GLCP

VENDOR:  
 Physio-Control, Inc.  
 11811 Willows Rd NE  
 Redmond, WA 98052  
 Camilla Carvalho, Bid and Proposal Specialist  
 800-442-1142  
 425-867-4970 - Fax

ITEM	DESCRIPTION	
1	One (1) Automated CPR Device	\$13,241.40
2	One (1) Automated External Defibrillator	\$2,370.75
3	One (1) Standalone Battery Charger	\$981.71
	TOTAL	\$16,593.86

30 Days After Receipt of Valid Purchase Order. *subject to product availability*

Delivery Date  
 Variations  
 Will you extend your prices to local government  
 entities within the County

None  
 YES

Bid Specifications sent to:

Detek, Medical Device Depot, Inc., Midwest Medical Supply, Products  
 Unlimited, Euclid Intotech.

Based upon the bids received, I recommend Physio-Control, Inc., be awarded the contract as the lowest responsive, responsible bidder.

Sincerely,  
 Kimberly Larter  
 Purchasing