

**RESOLUTION NO. R-15-60**

**A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM ZOLL MEDICAL CORPORATION, CHELMSFORD, MASSACHUSETTS, FOR THE PURCHASE OF ONE (1) ZOLL "X SERIES MANUAL MONITOR/DEFIBRILLATOR" FOR THE TOTAL PURCHASE AMOUNT OF \$26,510.20.**

**WHEREAS**, proposals were solicited for the purchase of one cardiac monitor, with 12-lead capability, battery chargers, and other related equipment; the proposal from Zoll Medical Corporation is recommended.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from Zoll Medical Corporation for the purchase amount of \$26,510.20.

1-Zoll "X Series Manual Monitor/Defibrillator - TOTAL COST: \$26,510.20

**FURTHER**, funds for such purpose are authorized from the General Fund.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14<sup>th</sup> DAY OF SEPTEMBER 2015.**



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Mayor Bill Garnos

ATTEST:




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Ruth Bocchino, City Clerk

# Memo

**To:** Kirk L. Davis, City Manager

**From:** Chief Michael J. Hasty, Director of Public Safety 

**CC:** Debra Daily, Director of Finance  
Deputy Chief Robert M. Baer, Police Field Services Division Commander  
Battalion Chief Sean Daugherty, Acting Fire/EMS Division Commander  
Ruth Bocchino, City Clerk

**Date:** September 8, 2015

**Re:** CARDIAC MONITOR PURCHASE

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The 2016 General Fund Budget authorized \$31,950.00 for the purchase of a new cardiac monitor for our ambulance service. Battalion Chief Michael Desautels facilitated the testing and review of cardiac monitors from various manufacturers and vendors by paramedics in the Fire/EMS Division of the Public Safety Department. After this evaluation, a recommendation was made to purchase the cardiac monitor manufactured by Zoll Medical Corporation. The justification for this recommendation is detailed in the attached memorandum prepared by Deputy Chief Robert Baer.

Battalion Chief Desautels obtained price quotes from three cardiac monitor manufacturers with similar specified features: Zoll "X Series Manual Monitor/Defibrillator" (\$26,510.20); Phillips "Heartstart MRX ALS Monitor" (\$22,876.00); and Physio-Control "LP-15 v4 Monitor/Defibrillator" (\$25,510.20). Although the price quote of the cardiac monitor manufactured by Zoll Medical Corporation is greater than the other two manufacturers, the machine has more robust features with superior capabilities and is more compatible with other medical equipment utilized by our ambulance service. I agree with the recommendation to proceed with the purchase of the cardiac monitor manufactured by Zoll Medical Corporation with features specified in the price quote.

A resolution authorizing the purchase of one (1) Zoll "X-Series Manual Monitor/Defibrillator" for the total purchase price of \$26,510.20 has been included on the agenda for the Monday, September 14, 2015 City Council Meeting. Please advise if you have any questions.

# Memo

**To:** Director Michael J. Hasty  
**From:** Major Robert M. Baer  
**Date:** August 26, 2015  
**Re:** Cardiac Monitor Purchase

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Sir,

As you are aware, the FY16 budget included the purchase of a new cardiac monitor as a capital expenditure for Public Safety Fire/EMS. In preparation for the purchase, BC Desautels obtained various brands of cardiac monitors for the paramedics to use during a trial/testing period. As a result, the Zoll monitor was the overwhelming preference of the paramedics for the following reasons:

- The cardiac monitor was more lightweight and compact of any of the monitors tested.
- The Zoll monitor was the only model capable of continuous 12-lead monitoring instead of the brief "snap shot" of 12 lead monitoring offered by the other manufacturers. Although Philips offered a similar option with 5- leads, Zoll's continuous 12-lead monitoring had the ability for clinical analysis.
- The Zoll monitor has the ability to be synchronized with the AutoPulse, which has become a critical piece of equipment used during cardiac arrest, and is also manufactured by Zoll.

The bids obtained from the three (3) most reputable manufacturers of pre-hospital cardiac monitoring equipment are:

**Philips - \$22,876.00**

**Physio-Control- \$25,510.20**

**Zoll – \$26,510.00**

Although the Zoll monitor is the highest of the three (3) bids obtained, it falls well below the amount approved in the FY16 budget, which is \$31,950.00.

It is my recommendation that we purchase the Zoll monitor due to the capabilities and features described above. I would request that the purchase of the monitor be placed on the earliest City Council agenda.

Respectfully,

A handwritten signature in black ink, appearing to read 'R. M. Baer', with a stylized, flowing script.

Major Robert M. Baer

Deputy Director of Public Safety

# CITY OF GLADSTONE QUOTE ON PURCHASE

**FROM** Major Robert M. Baer

**SUBJECT (VENDOR)** Cardiac Monitor

**REASON FOR PURCHASE** Replacement and Upgrade of Current ECG Monitor

I have received telephone ☐, in person ☒, written ☐ quotations from:

<b>FIRM</b>	Philips	<b>QUOTE</b>
<b>PERSON'S NAME</b>	Michael Cormier	\$22,876.00
<b>ADDRESS</b>	michael.cormier@philips.com	
<b>TELEPHONE NUMBER</b>	913-307-6316	
<b>DATE</b> 08/26/15	<b>TIME</b> N/A	

<b>FIRM</b>	Zoll	<b>QUOTE</b>
<b>PERSON'S NAME</b>	Lori Rohling	\$26,510.20
<b>ADDRESS</b>	269 Mill Rd Chelmsford, MA 01824-4105	
<b>TELEPHONE NUMBER</b>	773-474-0916	
<b>DATE</b> 08/26/15	<b>TIME</b> N/A	

<b>FIRM</b>	Physio Control	<b>QUOTE</b>
<b>PERSON'S NAME</b>	Amy LeBar	\$25,510.20
<b>ADDRESS</b>	11811 Willows Rd NE Redmond, WA 98073	
<b>TELEPHONE NUMBER</b>	800-442-1142 Ext. 72816	
<b>DATE</b> 04/28/15	<b>TIME</b> N/A	

**Recommended the items be purchased from Zoll (See attached memo)**



## GUIDELINES 2010 READY

## ZOLL Medical Corporation

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

TO: Gladstone Ambulance

6569 North Prospect Avenue  
Gladstone, MO 64119

Attn: Bob Baer

email: [bobb@gladstone.mo.us](mailto:bobb@gladstone.mo.us)

Tel: 816-423-4056

### QUOTATION 191187 V:2

DATE: August 25, 2015

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p><b>X Series® Manual Monitor/Defibrillator \$14,995</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"( 16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"><li>• Six (6) foot 3- Lead ECG cable</li><li>• MFC cable</li><li>• MFC CPR connector</li><li>• A/C power adapter/ battery charger</li><li>• A/C power cord</li><li>• One (1) roll printer paper</li><li>• 6.6 Ah Li-ion battery</li><li>• Carry case</li><li>• Declaration of Conformity</li><li>• Operator's Manual</li><li>• Quick Reference Guide</li></ul> <p>• <b>One (1)-year EMS warranty</b></p> <p><b>Advanced Options:</b> <b>Real CPR Help Expansion Pack \$ 995</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p><b>ZOLL NonInvasive Pacing Technology: \$2,550</b></p>	1	\$37,275.00	\$30,565.50	\$30,565.50 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 **Subtotal**

**\$30,565.50**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015  
OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Lori Rohling  
EMS Territory Manager  
773-474-0916

**GUIDELINES  
2010 READY****ZOLL Medical Corporation**

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
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(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

**TO: Gladstone Ambulance**

6569 North Prospect Avenue  
Gladstone, MO 64119

**Attn: Bob Baer**email: [bobb@gladstone.mo.us](mailto:bobb@gladstone.mo.us)

Tel: 816-423-4056

**QUOTATION 191187 V:2**

DATE: August 25, 2015

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>				
		<b>SP02 \$1,795</b>				
		• Signal Extraction Technology (SET)				
		• Rainbow SET				
		<b>NIBP Welch Allyn Includes: \$3,495</b>				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		<b>End Tidal Carbon Dioxide monitoring (ETCO2)</b>				
		<b>Orion Microstream Technology: \$4,995</b>				
		Order required Microstream tubing sets separately				
		<b>Interpretative 12- Lead ECG: \$8,450</b>				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8 0 0 0 - 0 3 3 0	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$241.90	\$241.90 *
3	8 0 0 0 - 0 2 9 4	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$241.90	\$241.90 *
4	8 0 0 0 - 0 5 8 0 - 0 1	Six hour rechargeable Smart battery	2	\$495.00	\$405.90	\$811.80 *

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**Page 2 Subtotal****\$31,861.10**

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Lori Rohling  
EMS Territory Manager  
773-474-0916



# GUIDELINES 2010 READY

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8300-0500-01	SurePower 4 Bay Charging System Including 4 Battery Charging adapters	1	\$2,583.00	\$2,118.06	\$2,118.06 *
6	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	1	\$945.00	\$774.90	Optional ***
7	7800-0312	LifePak 12 Biphasic w/Pacing, 12 lead + 3 parameters or more Trade-In (Trade-in value is valid until September 31, 2015)	1		(\$7,468.96)	(\$7,468.96) **
<p>Trade value guaranteed only through 9/31/2015.</p> <p>*Reflects National Association of State Procurement Officials (NASPO) Contract Pricing.</p> <p>***Optional items reflect contract pricing but are not included in the total of this quote.</p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p>						
TOTAL						\$26,510.20

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Lori Rohling  
EMS Territory Manager  
773-474-0916



## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

Philips Healthcare, a division of Philips Electronics North America Corporation

## Gladstone Fire Department



Picture represents product family and may not be the exact configuration quoted

Account Manager  
Michael Cormier

Phone: 913.307.6316  
E-mail: michael.cormier@philips.com

Budgetary Quote  
Number: 310174596\_001004  
Version: 0  
Date: 8 -26 -2015

## A PRODUCT OFFERING

### A.1 Products

Qty		Description	Unit List Price	Extended Price
1	<b>M3536A</b>	<b>HEARTSTART MRX ALS MONITOR</b> The Philips HeartStart MRx ALS Monitor/Defibrillator, with optional Q-CPR™ and our advanced DXL 12-Lead ECG algorithm, seamlessly provides industry-leading monitoring capabilities, superb diagnostic measurements, robust and reliable STEMI clinical decision support tools, and evidence-based, proven resuscitation therapies in an intuitive, easy-to-use, and rugged design. The HeartStart MRx Monitor/Defibrillator includes manual defibrillation, AED mode, ECG arrhythmia detection, automated testing, one carry case, one battery pack, one metal bedrail hook, one 5-lead snap ECG cable, one pad cable, one protective display cover, one test load, one roll of paper, and one CD with Instructions for Use. All HeartStart MRx ALS Monitors come standard with either a one-year onsite warranty, a two-year bench warranty or a three year biomedical warranty.	\$10,700.00	\$6,954.00
1	<b>A23</b>	<b>GREY UNIT W/SPO2, NIBP, ETCO2</b>	\$9,615.00	\$6,250.00
1	<b>D01</b>	<b>WIRELESS LINK-GENERIC (WIFI)</b>	\$4,995.00	\$3,247.00
1	<b>B01</b>	<b>EXTERNAL PACING</b>	\$2,350.00	\$1,528.00
1	<b>B02</b>	<b>12-LEAD ECG ACQUISITION</b>	\$4,000.00	\$2,600.00
1	<b>C03</b>	<b>256MB EXTERNAL DATA CARD</b>	\$98.00	\$64.00
1	<b>C05</b>	<b>LITHIUM ION BATTERY</b>	\$415.00	\$270.00
1	<b>C06</b>	<b>AC POWER MODULE</b>	\$425.00	\$276.00
1	<b>C21</b>	<b>BLACK SOFT CARRY CASE, PADS-ONLY</b>	\$0.00	\$0.00
1	<b>LP1</b>	<b>INSTRUCTIONS FOR USE</b>	\$0.00	\$0.00
1	<b>W22</b>	<b>TWO YEAR BENCH WARRANTY W/LOAN</b>	\$0.00	\$0.00
1	<b>M4553B</b>	<b>EASY CARE CUFF, 1 HOSE,PEDIATRIC (1)</b>	\$29.00	\$21.00
1	<b>M4556B</b>	<b>EASY CARE NIBP ADULT EXTRA LONG REUSABLE (SINGLE)</b>	\$40.00	\$28.00
1	<b>M4557B</b>	<b>EASY CARE NIBP LARGE ADULT REUSABLE (SINGLE)</b>	\$33.00	\$23.00

**Subtotal:**

**\$ 21,261.00**

Qty		Description	Unit List Price	Extended Price
1	<b>861451</b>	<b>HEARTSTART DATA MESSENGER</b>		
1	<b>A01</b>	<b>DATA MESSENGER SOFTWARE (1 PER PC)</b>	\$215.00	\$140.00

**Subtotal:**

**\$ 140.00**

Qty		Description	Unit List Price	Extended Price
1	989803135301	2-BAY ANALYZER FOR HS LI-ION BATTERIES (MRX)	\$1,385.00	\$900.00

**Subtotal:**

**\$ 900.00**

**Total Product(s)**

**\$22,301.00**

**A.2 Implementation Solutions**

Qty	Part Number	Description	Unit List price	Extended Price
1	MXU0243	MRX DATA MANAGEMENT WIRELESS LINK SVCS	\$ 0.00	\$ 0.00
1	A02	A02 INSTALL/CONFIG DATA MESSENGER & WIFI	\$ 575.00	\$ 575.00

**Total value added implementation solutions:**

**\$ 575.00**

**Total  
Discount (eligible items only)**

**\$ 34,875.00  
- \$ 11,999.00**

**Total including applicable discount**

**\$ 22,876.00**

**B DISCLAIMER**

The information set forth herein is for budgetary purposes only. This document does not constitute an offer to sell on the part of Philips Healthcare. Philips Healthcare makes no representations or guarantees of any kind with respect to price, availability, delivery, or other information contained herein, and all such information is subject to change without notice. Philips Healthcare will be happy to provide a formal quotation on request.

Not binding until accepted in writing by Philips in Andover or invoiced by Philips. Any purchase order or resulting agreement shall be subject to the Philips Terms and Conditions and the following terms which customer accepts.

For certain agreements, Philips may conduct a qualification inspection to verify that customer is suitably trained, the equipment is in serviceable condition, and all like equipment is covered by a valid Philips warranty or service agreement. Any resulting agreement is subject to cancellation by Philips if customer fails to satisfy these conditions during the term.

Note: Please do not use these prices as the basis to generate a purchase order.



**Physio-Control, Inc.**  
 11811 Willows Road NE  
 P.O. Box 97023  
 Redmond, WA 98073-9723 U.S.A  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

To: Mike Deusatauls  
 City of Gladstone Public Safety Dept  
 Fire Bureau Station # 2  
 6569 N Prospect  
 GLADSTONE, MO 64119  
 Phone: (816) 572-3479  
 miked@gladstone.mo.us

**Quote#:** 1-271859001  
**Rev#:** 1  
**Quote Date:** 04/28/2015  
**Sales Consultant:** Amy LeBar  
 800-442-1142 x 72816  
**FOB:** Redmond, WA

**Terms:** All quotes subject to credit approval and the following terms & conditions

**Contract:** None

**Exp Date:** 07/27/2015

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-001955 - LP15 v4 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2, 12L GL, NIBP, CO2, Trend, BT THE LIFEPAK 15 IS AN ADAPTIV BIPHASIC FULLY ESCALATING (TO 360 JOULES) MULTI-PARAMETER MONITOR/DEFIBRILLATOR . INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- 41577-000284. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	1	\$29,995.00	\$4,499.25	\$3,500.00	\$21,995.75	\$21,995.75
2	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	3	\$432.00	\$64.80	\$0.00	\$367.20	\$1,101.60
3	11140-000072 - LP15 AC Power Supply	1	\$1,553.00	\$232.95	\$0.00	\$1,320.05	\$1,320.05
4	11140-000081 - Right angle cable (10 in) included with ACPA & DCPA	1	\$279.00	\$41.85	\$0.00	\$237.15	\$237.15
5	11140-000015 - AC POWER CORD	1	\$74.00	\$11.10	\$0.00	\$62.90	\$62.90
6	11171-000046 - M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501 M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501	1	\$301.00	\$45.15	\$0.00	\$255.85	\$255.85
7	11577-000002 - LIFEPAK 15 Basic Carry Case w/ right & left pouches Includes shoulder strap 11577-000001	1	\$289.00	\$43.35	\$0.00	\$245.65	\$245.65
8	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	1	\$51.00	\$7.65	\$0.00	\$43.35	\$43.35
9	11260-000039 - LP15 Rear Pouch for carrying case	1	\$74.00	\$11.10	\$0.00	\$62.90	\$62.90

Quote#: 1-271859001  
 Rev#: 1  
 Quote Date: 04/28/2015

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
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SUB TOTAL	\$25,325.20
ESTIMATED TAX	\$0.00
ESTIMATED SHIPPING & HANDLING	\$185.00
<b>GRAND TOTAL</b>	<b>\$25,510.20</b>

**Trade-in Detail**

Product	Qty	Unit Value	Total Value
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**Pricing Summary Totals**

List Price:	\$33,912.00
Trade-ins:	- \$3,500.00
Cash Discounts:	- \$5,086.80
Tax + S&H:	+ \$185.00

**GRAND TOTAL FOR THIS QUOTE \$25,510.20**

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:  
 # 800-732-0956, ATTN: REP SUPPORT**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: JY/00120202/1-4HUVQR

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>

**1 LIFEPAK 12 Biphasic 2 Feature trade in**

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

Quote#: 1-271859001  
Rev#: 1  
Quote Date: 04/28/2015

Optional Products:

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	11577-000004 - STATION BATTERY CHARGER AC OPERATION FOR STATIONARY APPLICATIONS, FOR USE WITH THE LI-ION 5.7 AMP BATTERY. INCLUDES AC POWER CORD, MOUNTING BRACKET AND OPERATING INSTRUCTIONS	1	\$1,714.00	\$257.10		\$1,456.90	\$1,456.90



## **TERMS OF SALE**

### **General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

### **Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

### **Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

### **Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyer's account.

### **Delays**

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

### **Inspections and Returns**

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at [http://www.physio-control.com/uploadedFiles/support/ReturnPolicy\\_3308529\\_A.pdf](http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf).

### **Service Terms**

All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf>. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

### **Warranty**

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer's sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

### **Patent & Indemnity**

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

### **Miscellaneous**

a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.