

## **RESOLUTION NO. 17-36**

**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 \$31,861.00.**

**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.

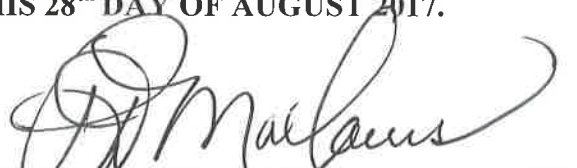

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**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 \$31,861.00.

One (1) Zoll "X Series Manual Monitor/Defibrillator - TOTAL COST: \$31,861.00

**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 28<sup>th</sup> DAY OF AUGUST 2017.**

  
\_\_\_\_\_  
R.D. Mallams, Mayor  
\_\_\_\_\_  
Ruth E. Bocchino, City Clerk



***Department of Public Safety  
Administration  
Memorandum MJH 17-28***

**DATE:** August 21, 2017

**TO:** Scott C. Wingerson, City Manager

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

**CC:** Dominic Accurso, Interim Director of Finance  
Division Chief Sean Daugherty, Fire/EMS Division Commander  
Captain Jeffrey R. Self, Police Field Services Division Commander  
Captain Robert Hays, Support Services Division Commander  
Ruth Bocchino, City Clerk

**RE:** CARDIAC MONITOR PURCHASE

The 2018 General Fund Budget authorized \$33,000.00 for the purchase of a new cardiac monitor for our ambulance service. In 2015, Battalion Chief Michael Desautels facilitated 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 acquire cardiac monitors manufactured by Zoll Medical Corporation due to superior capability and performance.

The last two cardiac monitors purchased by the city were manufactured by Zoll Medical Corporation and they have proven to be a very effective tool for paramedics in field. Division Chief Sean Daugherty has reviewed the specifications and costs of three cardiac monitors with features required for our ambulance service; Zoll "X-Series," Physio "Lifepak 15," and Phillips "MRx." He recommends the city move forward with the acquisition of the cardiac monitor manufactured by Zoll Medical Corporation.

I concur with the recommendation made by Division Chief Daugherty and have requested a resolution be placed on the Regular City Council Meeting agenda for Monday, August 28, 2017 authorizing you to purchase one Zoll "X-Series" cardiac monitor directly from the manufacturer in the amount of \$31,861.00. Attached you will find supporting information on the research for this purchase collected by Division Chief Daugherty. Please advise if you need further information.



***Department of Public Safety  
Fire/EMS  
Memorandum -18-01- SCD***

**To:** Director Michael J. Hasty  
**From:** Division Chief Sean Daugherty  
**Date:** 08/07/2017  
**Re:** Purchase of Cardiac Monitor

---

Sir,

The FY18 budget includes the purchase of a new cardiac monitor as a capital expenditure for the Fire/EMS Division in Public Safety. In preparation for the purchase I reached out to Zoll, Physio Control and Phillips, which are the lead manufacturers in pre-hospital cardiac monitors.

I received the following information on each one of their monitors.

Zoll	\$31,861.10
Physio Life Pak 15-	\$36,091.00
Phillips MRx	\$ 11,450.00 (Refurbished)

In several attempts to reach out and obtain a price on the Phillips MRx monitor I was only able to obtain a refurbished price. The representative for the Phillips monitor who is only allowed to sell the monitor new never returned my email.

In the best interest of the Fire/EMS Division it is my recommendation that we choose the Zoll monitor for the following reasons:

- Zoll monitor is small and lightweight compared to Phillips and Physio Control.
- Zoll monitor has the feature of live 12-lead monitoring for analysis.
- We have two Zoll monitors in service that were purchased in the FY16 & FY17 capital budgets and it has worked well with the ability to send EKG's to the hospital and to the printer at either station.
- Any other monitor would mean we would also need to have the capability to charge their batteries and we are already equipped to do so with having purchased the Zoll monitor the last two years.

The bid obtained from the Zoll was::

**Zoll-\$31,861.10**

The Zoll monitor has been in our system for the past two (2) years and is very well liked and used. Their bid is below the budgeted amount for this capital purchase.

It is my recommendation that we purchase the Zoll monitor due to its capabilities and the fact that we purchased the same model the last two (2) years and they have worked and operated well. I would request that the purchase of the monitor be placed on the earliest City Council agenda.

Respectfully,

A handwritten signature in cursive script that reads "Sean Daugherty". The signature is written in dark ink and is positioned above the printed name.

Division Chief Sean Daugherty

**City Of Gladstone, Missouri**  
**Quote On Purchases**

To: Director Hasty Date: 08/16/2017  
From: Division Chief Sean Daugherty  
Subject: Capital Purchase Purchase of: Cardiac Monitor  
Reason For Purchase: Replace older monitor that parts aren't available for.

I have received (telephone), (in person), (written) quotations from:

- |  | Quote                   |
|--|-------------------------|
| 1.) Firm: <u>Zoll Medical Corporation</u>                          | <u>\$31,861.10</u>      |
| Person's Name: <u>Lori Rohling</u>                                 |                         |
| Address: <u>269 Mill Road Clemsford, Massachussetts 01824-4105</u> |                         |
| Telephone # <u>978-421-9655</u>                                    | Date: <u>08/01/17</u>   |
| 2.) Firm: <u>Southeastern Emergency Equipment (Phillips)</u>       | <u>\$11,450.00</u>      |
| Person's Name: <u>Danielle Hargens</u>                             |                         |
| Address: <u>PO Box 1097 Youngsville, NC 27596</u>                  |                         |
| Telephone # <u>800-334-6656</u>                                    | Date: <u>8/14/2017</u>  |
| 3.) Firm: <u>Medex Supply</u>                                      | <u>\$36,091.00</u>      |
| Person's Name: <u>Customer Service</u>                             |                         |
| Address: <u>61 Willet St. Passic, New Jersey 07055</u>             |                         |
| Telephone # <u>888-433-2300</u>                                    | Date: <u>08/14/2017</u> |

I recommend that the items be purchased from: Zoll

They have been the sole source provider for the last two monitors that we have purchased and we already have the batteries and charging system in place for their monitor. The staff is very comfortable in the use of the Zoll Monitor and it has been use with much success.

Signed: Sean Daugherty Date: 8/16/2017



**TO: Gladstone Ambulance**

6569 North Prospect Avenue  
Gladstone, MO 64119

Attn: **Captain Tracey Cheney**

mail: [TraceyC@gladstone.mo.us](mailto:TraceyC@gladstone.mo.us)

Tel: 816-454-8310

**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

**QUOTATION 248698 V:1**

**DATE:** July 07, 2017

**TERMS:** Net 30 Days

**FOB:** Destination

\*\*

**FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<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.  <b>Accessories Included:</b> <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> <b>• One (1)-year EMS warranty</b>  <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) <ul style="list-style-type: none"><li>• See - Thru CPR artifact filtering</li></ul> <b>ZOLL Noninvasive Pacing Technology: \$2,550</b>	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  
company this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to  
corporate 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



TO: Gladstone Ambulance

6569 North Prospect Avenue  
Gladstone, MO 64119

Attn: Captain Tracey Cheney

mail: [TraceyC@gladstone.mo.us](mailto:TraceyC@gladstone.mo.us)

Tel: 816-454-8310

## 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

QUOTATION 248698 V:1

DATE: July 07, 2017

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

\*\*

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>				
		<b>SP02</b> \$1,795				
		• Signal Extraction Technology (SET)				
		• Rainbow SET				
		<b>NIBP Welch Allyn Includes:</b> \$3,495				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		<b>End Tidal Carbon Dioxide monitoring (ETCO2)</b>				
		<b>Oridion Microstream Technology:</b> \$4,995				
		Order required Microstream tubing sets separately				
		<b>Interpretative 12- Lead ECG:</b> \$8,450				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$241.90	\$241.90 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$241.90	\$241.90 *
4	8000-0580-01	Six hour rechargeable Smart battery	2	\$495.00	\$405.90	\$811.80 *
		<b>*Reflects National Association of State Procurement Officials (NASPO) Contract Pricing. Master Contract #SW300.</b>				

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which company 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 this quote and the customer's P.O. unless set forth in or referenced by either document.

TOTAL **\$31,861.10**

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

## 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.





Southeastern Emergency Equipment  
 PO Box 1097  
 Youngsville, NC 27596  
 T: (800) 334-6656  
 F: (888) 556-1048  
 DEA License: RS0393710

**Quote**  
**83665**

Date: 08/14/2017

Page 1 of 1

**Sold To:**

Gladstone Fire and EMS  
 6569 North Prospect Avenue  
 Gladstone, MO 64119

Attention: Tracey Cheney

**Ship To:**

Gladstone Fire and EMS  
 6569 North Prospect Avenue  
 Gladstone, MO 64119

Quote	Ship Via	Terms	Purchase Order	Salesperson	Customer ID
83665	U.P.S. DEST	Net 30 Days		23	G20219
Product Code	Product Name	Quantity	UOM	Price	Extension
M3536A-REF	Philips MRx refurb: 12LD/TCP/NBP/SPO2/ETCO2 30-45 day lead time minimum	1	EA	10,995.00	10,995.00
989803176161	5-LEAD RUGGEDIZED EMS SET SNAP, SHIELDED (AAMI), LIMB	1	EA	90.00	90.00
989803176171	5-LEAD RUGGEDIZED EMS SET SNAP, SHIELDED (AAMI), CHEST	1	EA	105.00	105.00
989803185181	CARRY CASE SOFT FOR MRX BLACK	1	EA	260.00	260.00

<b>Subtotal</b>				11,450.00
<b>Total</b>	USD	\$		11,450.00

Prices are good until September 15, 2017.

Search



Specials

Brands

Categories ▾

We Carry 61,971 Medical, Surgical, Durable Supplies and Equipment from 1,225 Brands in 992 Categories.[Home](#) > [Defibrillators](#) > [Defibrillators and Kits](#) >

Print This Page



Enlarge Image

Please read description carefully.  
Do not base your order on the picture  
presented.

**LIFEPAK 15 Defibrillator/Monitor, Trending,  
SpO2, NIBP, 12-Lead ECG, EtCO2, CO**  
Medtronic Physio Control Model: 99577-000055  
Medex SKU: MTO-99577-000055

Like 0 Share Tweet G+

ALSO AVAILABLE IN...

Retail Price: \$50,196.49  
Your Price: **\$36,091.00**  
You Save: \$14,105.49 (28%)  
US Shipping: **\$0.00**

Quantity: 1 Add To Cart

or Call Toll Free 888-997-3398

- Add To Wishlist
- Bulk Quotes
- Freight Quotes
- International Quotes

DESCRIPTION ▾

ADDITIONAL INFO ▾

OTHER OPTIONS ▾

**Features of the LIFEPAK 15 Defibrillator/Monitor:**

The LIFEPAK 15 monitor/defibrillator is the new standard in emergency care for ALS teams who want the most clinically innovative, operationally innovative and LIFEPAK TOUGH device available today. The 15 integrates Masimo Rainbow SET technology that monitors SpO2, Carbon Monoxide and Methemoglobin, includes a metronome to guide CPR compressions and ventilations and provides an option to escalate energy to 360J. An entirely new platform, the 15 is powered by Lithium-ion battery technology, incorporates the SunVue display screen for viewability in bright sunlight, and data connectivity to easily and securely collect and send patient information. Similar form factor and user interface with the LIFEPAK 12 defibrillator/monitor will ease transition and training costs.

Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide

ADAPTIV Biphasic Waveform

Color LCD Display

Includes Manual & AED external defibrillation, 8.4" color LCD display, CPR Metronome, Noninvasive pacing (demand and non-demand), SpO2 Pulse Oximetry with Red LNCS patient cable and sample LNCS disposable sensor pack. CO and/or Methemoglobin Monitoring. Includes 8-foot Masimo SET® Rainbow® adult reusable direct connect sensor. 12-Lead ECG Monitoring (Glasgow interpretive algorithm) Includes 5-foot main trunk cable, 4-wire limb lead attachment, 6-wire precordial lead attachment. Noninvasive Blood Pressure (NIBP). Includes 2-foot (stretches to 9-foot) coiled hose and reusable adult cuff. Capnography (EtCO2). Includes a sample FilterLine® and CapnoLine® kit. Premium Trending Software for Vital Signs, Includes ST measurement trending. QUIK-COMBO® therapy cable, 100mm printer, 2 rolls 100mm printer paper, 2 QUIK-COMBO Adult electrodes, Operating instructions, Inservice DVD, Test load. (Batteries and carry case not included.)

With one of the largest catalogs of medical, surgical and diagnostic supplies available online, Medex Supply can accommodate your facility's needs for Defibrillators.

Defibrillators and Kits can be found in our extensive online collection of products from globally recognized and trusted brands, including Medtronic



*Department of Public Safety*  
*Fire/EMS*  
*Memorandum -18-01- SCD*

**To:** Director Michael J. Hasty  
**From:** Division Chief Sean Daugherty  
**Date:** 08/07/2017  
**Re:** Purchase of Cardiac Monitor

---

Sir,

The FY18 budget includes the purchase of a new cardiac monitor as a capital expenditure for the Fire/EMS Division in Public Safety. In preparation for the purchase I reached out to Zoll, which we have purchased our last two cardiac monitors from as a sole source provider.. The preference was to stay with Zoll as their equipment and service has been premier.

- Cardiac monitor is small and lightweight compared to Phillips and Physio Control.
- Zoll monitor has the feature of live 12-lead monitoring for analysis.
- We have two Zoll monitors in service that were purchased in the FY16 & FY17 capital budgets and it has worked well with the ability to send EKG's to the hospital and to the printer at either station.

The bids obtained from the three (2) most reputable manufacturers of pre-hospital cardiac monitoring equipment are:

**Zoll-\$31,861.10**

The Zoll monitor has been in our system for the past two (2) years and is very well liked and used. Their bid is below the budgeted amount for this capital purchase.

It is my recommendation that we purchase the Zoll monitor due to its capabilities and the fact that we purchased the same model the last two (2) years and they have worked and operated well. I would request that the purchase of the monitor be placed on the earliest City Council agenda.

Respectfully,

A handwritten signature in cursive script that reads "Sean Daugherty".

Division Chief Sean Daugherty

**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: Captain Tracey Cheney****mail: [TraceyC@gladstone.mo.us](mailto:TraceyC@gladstone.mo.us)****Tel: 816-454-8310****QUOTATION 248698 V:1****DATE: July 07, 2017****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  
company this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to  
corporate 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



**TO: Gladstone Ambulance**

6569 North Prospect Avenue  
Gladstone, MO 64119

Attn: **Captain Tracey Cheney**

mail: [TraceyC@gladstone.mo.us](mailto:TraceyC@gladstone.mo.us)

Tel: 816-454-8310

## 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

**QUOTATION 248698 V:1**

**DATE:** July 07, 2017

**TERMS:** Net 30 Days

**FOB:** Destination

**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>Oridion 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	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	1	\$295.00	\$241.90	\$241.90 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	1	\$295.00	\$241.90	\$241.90 *
4	8000-0580-01	Six hour rechargeable Smart battery	2	\$495.00	\$405.90	\$811.80 *
		<b>*Reflects National Association of State Procurement Officials (NASPO) Contract Pricing. Master Contract #SW300.</b>				
<b>TOTAL</b>						<b>\$31,861.10</b>

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.

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

## 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.