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# ZOLL Medical Corporation

Worldwide Headquarters, 269 Mill Road, Chelmsford MA 01824



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*Prepared For*

## **Lexington Fayette Urban County Government**

Bid No. 119-2013

Monitor Defibrillators

Due September 25, 2013 at 2:00 PM

**ZOLL**



269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

**Bid No. 119-2013 for Lexington Fayette Urban County Government, KY**

ZOLL Medical Corporation Response to Invitation to Bid for Monitor Defibrillators

Due September 25, 2013 at 2:00 PM

Table of Contents

**Section – I. Cover Letter**

**Section – II. Invitation to Bid**

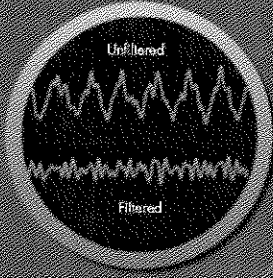
**Section – III. Quotation**

**Section – IV. Warranty Information**

**Section – V. Literature/Product Information**

## RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.

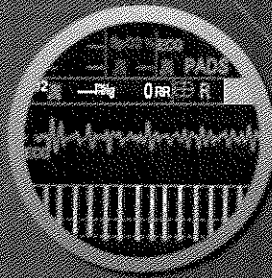


## See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.

## Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.

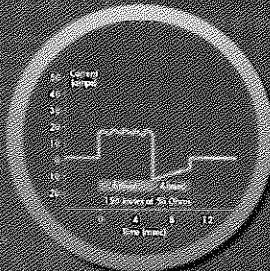


## AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.

## Rectilinear Biphasic™

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



# Section – I. Cover Letter



269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

September 19, 2013

Lexington Fayette Urban County Government  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507

RE: Bid No. 119-2013 for Monitor Defibrillators

Dear Purchasing Agent:

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your Invitation to Bid for Monitor Defibrillators due September 25, 2013 at 2:00 PM.

ZOLL manufactures and markets an integrated line of proprietary, non-invasive resuscitation devices and disposable electrodes. ZOLL's products are used in hospitals, by emergency medical services (EMS) personnel and in public access environments to provide lifesaving pacing and defibrillation to patients suffering cardiac arrest, and for the treatment of patients with life-threatening cardiac arrhythmias. ZOLL also designs and markets software that automates collection and management of both clinical and non-clinical data.

Our proposal includes the following:

- ZOLL X Series® Quotation
- ZOLL X Series® Warranty & Technical Service Information
- ZOLL X Series® Literature

Thank you for the opportunity to respond to this bid. We stand ready to serve the needs of Lexington Fayette Urban County Government and look forward to the prospect of a long and mutually rewarding relationship.

If you need any further information or assistance, please do not hesitate to call me at 800/242-9150 x9444. I can also be reached via cell at 502-419-6030 or via email at [damirkhan@zoll.com](mailto:damirkhan@zoll.com).

Regards,

Dione Amirkhan  
EMS Territory Manager

DA/hse

Enclosures

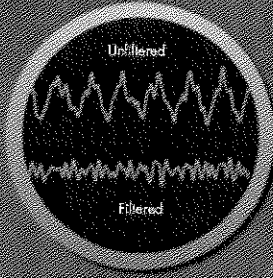
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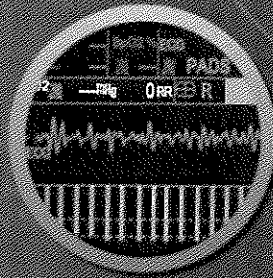
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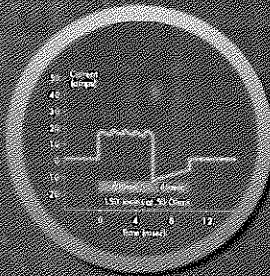
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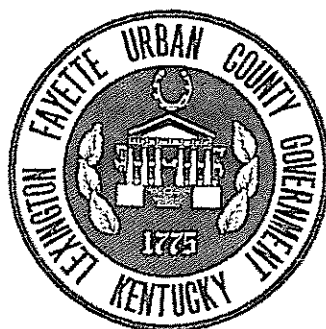


## Section – II.

## Invitation to Bid

# Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

## INVITATION TO BID #119-2013

### Monitor Defibrillators

#### NOTICE TO BIDDERS

Bid Opening Date: September 25<sup>th</sup>, 2013

Bid Opening Time: 2:00 PM

Address: 200 East Main Street  
3<sup>rd</sup> Floor, Room 338

\*\*\*\*\*

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

**INVITATION TO BID**

Bid Invitation Number: 119-2013

Date of Issue: 9/11/2013

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **9/25/2013**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 219 E. Third Street, Lexington, KY

Bid Security Required:     Yes   X   No                      Performance Bond Required:     Yes   X   No  
*Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Commodity/Service	
<b>Monitor Defibrillator</b>	
Each	\$ 28,669.91

<p align="center"><b><u>Check One:</u></b></p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p align="center"><b><u>Proposed Delivery:</u></b></p> <p><u>60-90</u> days after acceptance of bid.</p>
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<b><u>Procurement Card Usage</u></b>	
<input checked="" type="checkbox"/> Yes	The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?
<input type="checkbox"/> No	

Submitted by: ZOLL Medical Corporation  
Firm  
269 Mill Road  
Address  
Chelmsford, MA 01824-4105  
City, State & Zip  
*Dione Amir Khan / use*  
Signature of Authorized Company Representative – Title  
Dione Amir Khan  
Representative's Name (Typed or printed)  
800-348-9011 x9444 or 502-419-6030      978-421-0005  
Area Code - Phone – Extension                      Fax #  
damirkhan@zoll.com  
E-Mail Address

***Bid must be signed:  
(original signature)***

***The Affidavit in this bid must be completed before your firm can be considered for award of this contract.***

**AFFIDAVIT**

Comes the Affiant, Michael Trotter, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Michael Trotter and he/she is the individual submitting the bid or is the authorized representative of

ZOLL Medical Corporation,

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

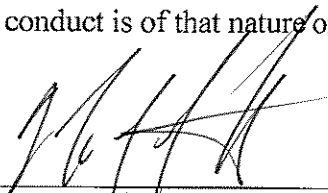
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

  
\_\_\_\_\_

STATE OF Massachusetts

COUNTY OF Middlesex

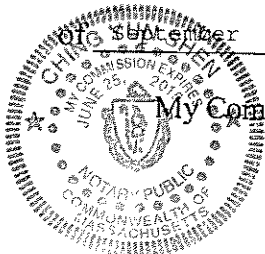
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Michael Trotter on this the 19th day

of September, 2013.

My Commission expires: June 25, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



***Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.***



# **I. GREEN PROCUREMENT**

## **A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

### Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

## **B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Green Seal.org](http://www.Green Seal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

## **C. GREEN COMMUNITY**

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

**If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?**

Yes   x              No

## II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

**"Bid on #119-2013 Monitor Defibrillators"**

and addressed to:        Division of Central Purchasing  
   200 East Main Street, Room 338  
   Lexington, Kentucky 40507

**The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A Certified / Cashier's Check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified / cashier's check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful

bidders will be returned when the bid has been awarded.

- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*

- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

### III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 1 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be extended for an additional 1 year renewal upon the written agreement of the bidder and the Lexington-Fayette Urban County Government. Said agreement must be in writing and must be executed prior to the expiration of the current agreement.
- B. Price Changes (Space Checked Applies)
  - ( ) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After the first 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - (XXX) 2. Requests for price changes will only be allowed at the time of contract renewal. Requests shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
  - ( ) 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- F. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- G. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

Signature

ZOLL Medical Corporation

Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it

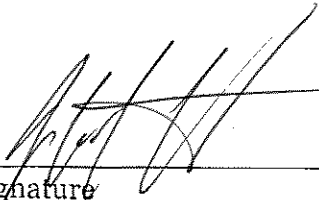


understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.
13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not

employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

  
\_\_\_\_\_  
Signature

September 19, 2013  
\_\_\_\_\_  
Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

**FINANCIAL RESPONSIBILITY**

BIDDER/VENDOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against

claims for injuries to persons or damages to property which may arise from or in connection with the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the

insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

Vendor shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

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SPECIFICATIONS:

**MONITOR DEFIBRILLATOR**

The Lexington Fire Department (LFD) is now requesting bids for the purpose of establishing a Price Contract for Monitor Defibrillators as per the following specifications. Bids shall be for Zoll X Series 12 Lead Monitor or Equal. It is the intent of LFD to initially purchase a quantity of ten (10) monitors with additional monitors to be purchased on an "as-needed" basis. LFD in no ways guarantees specific quantities.

The Lexington Fire Department (LFD) has deemed Zoll X Series Monitors acceptable for the following reasons:

- The LFD currently fields and maintains a fleet of 76 Zoll cardiac monitors (16 twelve lead and 60 three lead monitors).
- Zoll is the only brand cardiac monitor in the LFD's inventory and consistency is preferred which would allow for inter-operability between units already in the field
- The LFD's current maintenance technician is certified by Zoll for their products.

For specifications questions contact Battalion Chief Brian Wood, Division of Fire and Emergency Services at 859.231.5644. For bidding questions contact Debra Bright, Division of Central Purchasing at 859.258.3327.

## Monitor Defibrillator Bid Specifications

### Weight:

1. Unit shall not exceed 10.6 lbs. (4.82 kg) without battery and paper.
2. Unit shall not exceed 11.7 lbs. (5.32 kg) with battery and paper.

### Dimensions:

1. Unit must not exceed 10.4 in high x 8.9 in wide x 7.9 in deep (25.4 cm high x 22.6 cm wide x 20.6 cm deep) with handle.
2. Unit must not exceed 8.75 in high x 8.9 in wide x 7.9 in deep (22.2 cm high x 22.6 cm wide x 20.6 cm deep) without handle.
3. Unit must not exceed 615 cubic inches (by volume) without handle.

### Operating:

1. Unit must be capable of operating in temperatures between 0 to 50°C.
2. Unit must be capable of operating in humidity between 15 to 95% RH (non-condensing).
3. Unit must be vibration tested to meet MIL-STD 810G, Method 514.6.
4. Unit must be vibration tested to meet EN 1789 for ambulance.
5. Unit must be shock tested to meet MIL-STD 810G, Method 516.6 and tested at 75G.
6. Unit must be drop tested to meet MIL-STD 810G, Method 516.6 and tested at 1 meter with 26 drops.
7. Unit must be drop tested to meet IEC 60601-1 and tested at 2 meters
8. Unit must be capable of working at altitudes between -170 meters to 4572 meters (-557 feet to 15,000 feet).

### Transport and Storage:

1. Unit must be capable of being stored at temperatures between -30 and 70°C.
2. Unit must be capable of being stored between 15 to 95% RH (non-condensing).

### Environmental Protection:

1. Unit must have a minimum IP55 rating for water and solid foreign objects.

### Monitor/Display:

1. Unit must have Tri-Mode display.
2. Unit must be able to change display from 'color' to 'black on white' or 'white on black' via the push of a quick access key.
3. Unit must have night vision goggle (NVG) display.

4. Unit must be able to display dynamic 12-lead ECG on screen.
5. Unit must be able to display static ECG analysis results and dynamic ECG on screen concurrently.
6. Unit must be able to display four (4) waveforms.
7. Unit must be able to display large numeric values independent of ECG or waveforms.
8. Unit must have a high resolution color liquid crystal display (LCD) as a standard feature.
9. Unit must have a screen size that is a minimum of 6.5 inches (16.5cm) diagonally.
10. Unit must have a screen with a sweep speed of 25 mm/sec or 50 mm/sec.
11. Unit must have a screen that provides a minimum viewing time of 4.87 seconds.

### **CPR Quality Improvement**

1. The unit must provide real-time audio and visual CPR rate, depth, release feedback with a perfusion performance index.
2. The unit must provide CPR artifact filtering to allow rescuer to see underlying rhythms to minimize pauses in compressions.
2. The unit must be current AHA Guidelines compliant and upgradeable to updated AHA Guidelines as necessary.
3. The unit must provide the option for CPR data to be recorded to internal memory.
4. The unit must provide the ability to review CPR on a software program to provide a complete review of the compressions delivered.
5. The unit must provide a filter that will allow continuous chest compressions to be done for the full duration of the users CPR protocol.
6. The CPR option on the unit must be able to be used in a moving environment, such as an ambulance.
7. The CPR option must allow the option for Anterior-posterior pad placement.
8. When the CPR option is in use, the SpO<sub>2</sub> monitoring functionality must also be available.
9. The CPR feedback must be available with the standard pads or paddles cable connected to the unit.

### **Monitoring**

1. Unit must be capable of patient monitoring through 3-lead, 4-lead, 5-lead and 12-lead ECG cables, multi-function electrodes and paddles.
2. Unit must have impedance pneumography for monitoring respiratory rate via ECG Leads I or II.
3. Unit must have ability to measure respiratory rate via Capnography or impedance pneumography.
4. Unit must be indicated for use on adult, pediatric and neonatal patients.
5. Unit must have a lead selector button located on front panel that allows user to change leads by pushing lead button.
6. Unit must display lead selected on display at all times.



7. Leads must be fully defibrillator protected.
8. Unit must have dedicated circuitry that detects most implanted pacer spikes.
9. Unit must display standard marker of pacer spike on ECG trace.
10. Unit must have the following bandwidths: 0.67 – 20 Hz Limited mode, 0.67 – 40 Hz Monitor mode, .25 – 40 Hz Filtered Diagnostic mode and 0.05 – 150 Hz Diagnostic mode.
11. Unit must have the following ECG sizes: 0.125, 0.25, 0.5, 1, 2, 4 cm/mV and auto-ranging.
12. Unit must show heart rate on display.
13. Unit must display a Heart Rate range between 30 – 300 bpm.
14. Unit must contain heart rate alarms that are user selectable.
15. Heart rate alarms must have an on/off indicator displayed on monitor.
16. Heart rate alarms must be capable of providing the user with an auto-generated strip chart recording, visual message and audible tone when activated.
17. In AED Mode, the unit must be able to use any of the following monitoring parameters: EtCO<sub>2</sub>, SpO<sub>2</sub>, SpCO, SpMet, 12-lead ECG and/or NIBP.

#### **Electrodes**

1. Unit must utilize Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.
2. Electrodes must be available in sizes for adults and pediatrics.
3. The Multi-Function Electrodes must allow the user to pre-connect the electrodes without compromising shelf life.
4. Electrodes must include an accelerometer to enable CPR feedback and artifact filtering functionality.
5. Adult paddles must incorporate Pediatric paddles.

#### **Defibrillator**

1. Unit must utilize a high current, low energy rectilinear, constant current biphasic waveform.
2. Unit must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150 and 200 joules.
3. Unit must have clinical evidence of 95% or better conversion rate at 120J.
4. Unit must have clinical evidence of >95% success on high impedance patients.
5. Unit must meet current AHA specifications for biphasic defibrillation (<200J low energy, scientific data to support efficacy claims).
6. Unit must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.
7. Unit must be able to charge to 200 Joules in 7 seconds or less with a new fully charged battery.
8. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.

9. Unit must have a defibrillator discharge button that illuminates when device is charged and ready to deliver shock.
10. Unit must have synchronized cardioversion capability with "sync" message displayed on monitor.
11. Unit must have charge controls on both the front panel of unit, as well as, on apex paddle.
12. Unit must have optional paddles that are external anterior/anterior adult and pediatric paddles.
13. Adult paddles must slide off paddle housing to expose pediatric paddles.
14. Unit must contain a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles documented on strip chart recorder and internal memory.
15. Unit must have a "Multi-function" therapy cable that is field replaceable.
16. Unit must have a single "Multi-function cable" that operates both multi-function electrodes and external paddles.
17. Unit must be indicated for use on adult, pediatric and neonatal patients.

#### **Printer/Recorder**

1. Unit must utilize a thermal strip chart recorder.
2. Strip chart recorder must use 80mm paper width thermal recording paper.
3. Strip chart recorder must utilize a 6 second delay.
4. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
5. Strip chart recorder must be able to print four (4) leads simultaneously.

#### **Pacemaker**

1. Unit must utilize a constant current 40 ms pace pulse width duration waveform.
2. Unit must have a continuously variable current level.
3. Unit must have a continuously variable pacing rate from 30 - 180 ppm.
4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.
5. The heart rate alarms must function in the pacing mode.
6. Unit must be configurable for initial setting of pacing rate.
7. Unit must display pacing rate and milliamps on display.
8. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.
9. Unit must be able to pace through multi-function or pacing electrodes.

#### **12-Lead ECG**

1. The 12-lead ECG must not require any special hardware or proprietary software to view.
2. The 12-lead ECG parameter must reside within a defibrillator weighing less than 11.7 lbs. (5.3 kg).
3. The 12-lead ECG parameter must utilize the Inovise ECG Analysis Program

4. The 12-lead ECG parameter must allow direct transmission of 12-lead ECG to RescueNet 12-Lead via PAN Bluetooth, WiFi or USB Cell modem.
5. The 12-lead ECG must be capable of being acquired without entering deep menus and without the use of a trim knob.
6. The unit must offer an optional 0.05 to 40 Hz Diagnostic bandwidth
7. The 12-lead parameter must allow users to easily insert patient name, age and gender using soft keys on the defibrillator
8. The 12-lead parameter must allow users to print the 12-Lead Analysis Interpretation including measurements and patient name, age and gender on 80 mm paper.
9. The 12-lead patient cable must consist of 4 limb leads and a separate V-lead cable.
10. The 12-lead patient cable must be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
11. Unit must provide the option for integrated Bluetooth for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.
12. Unit must provide the option for Wi-Fi for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.
13. Unit must provide the option for USB Cell modem for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.

#### **Pulse O-Oximetry**

1. The unit must have integrated Oxygen Saturation (SpO<sub>2</sub>), and Heart Rate measurement.
2. The unit must have the ability to automatically display HR, SpO<sub>2</sub>, SpCO and SpMet values on the screen without user intervention.
3. Alarm settings for SpCO and SpMet must be user configurable.
4. The unit must utilize pulse oximetry technology that has FDA 510(k) clearance for use during patient motion and low perfusion.
5. The unit must include Masimo SET/Rainbow technology.
6. The unit must utilize pulse oximetry sensors that work in bright sunlight.
7. The unit must utilize alarms that are user adjustable in the field.
8. Unit must be indicated for use on adult, pediatric and neonatal patients.
9. Unit must have capability to add integrated SPCO<sub>2</sub>, and SPMet if desired in the future.

#### **Capnography**

1. The defibrillator must be capable of providing continuous EtCO<sub>2</sub> and respiratory rate readings as well as a capnogram for on-screen display or print-out.
2. The Microstream sample pump must be rated for 24,000 hours of continuous use.
3. The unit must be at full operating specification in 20 seconds or less.

4. Unit must be indicated for use on adult, pediatric and neonatal patients.

#### **Non-Invasive Blood Pressure**

1. Unit must be capable of acquiring a blood pressure measurement on inflation within 15 to 30 seconds.
2. Unit must be capable of synchronizing the oscillation to the R-wave of the ECG.
3. Unit must be capable of using dual lumen tube and/or cuffs
4. Unit must incorporate non-invasive oscillometric technology.
5. Unit must display systolic, diastolic and mean arterial (MAP) pressures.
6. Unit must be capable of taking automatic, stat or manual measurements.
7. Automatic intervals should be user adjustable to 1, 2, 3, 5, 10, 15, 30 and 60 minutes.
8. Unit must be indicated for use on adult, pediatric and neonatal patients.
9. Stat mode must allow for repeated rapid measurements within 5 minutes.
10. Unit must include an artifact indicator which is displayed when excessive artifact is detected.
11. Unit must display a numeric value for cuff inflation status.
12. Unit is capable of displaying and/or printing up to 24 hours of patient vital trend data at one minute intervals.

#### **Battery/Charging Systems**

1. Unit must be capable of using rechargeable lithium-ion batteries.
2. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 6 hours of continuous monitoring of ECG, SpO<sub>2</sub>, CO<sub>2</sub>, three Invasive Pressure channels, and two channels of Temperature, with NIBP measurements every 15 minutes and 10 200J shocks.
3. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 3.5 hours of pacing with ECG, SpO<sub>2</sub>, CO<sub>2</sub>, three Invasive Pressure channels, and

## **ZOLL's Exceptions to Bid #119-2013**

ZOLL respectfully requests the following changes to the Terms and Conditions:

1. With regards to Indemnification and Hold Harmless Provision on page 1 of the Risk Management Provisions, ZOLL wishes to amend the statement as follows:

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or **tangible property to the extent** ~~caused by or resulting~~ **arising directly** from ~~or arising out of~~ any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of actions, judgments, penalties, fines, liens, costs, expenses, interest defense costs and reasonable attorney's fees that are in any way incidental to or connected with, ~~or that arise or are alleged to have arisen,~~ **to the extent arising** directly ~~or indirectly,~~ from ~~or by~~ Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of **tangible** property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, ~~using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.~~
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

2. With regards to the Insurance Requirements on pages 1-3 of the Risk Management Provisions, ZOLL wishes to amend the Required Insurance Coverage statement as follows:

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to **tangible property to the extent arising directly from** ~~which may arise from or in connection with~~ the provision of equipment or goods or the performance of the work or services hereunder by Vendor. The cost of such insurance shall be included in any bid.

With regards to the policy conditions section (a), due to restrictions by our Insurance carrier we are unable to add Municipalities as Additional Insureds. Both our General Liability and Product Liability policies provide contractual liability coverage, which agrees to pay damages assumed in oral or written contracts. Damages include defense costs for an indemnitee. Insured contracts include contracts or agreements (including indemnification of a Municipality in connection with our work) in which we have assumed the tort liability of another person or organization to pay damages sustained by a third party or organization, subject to the terms, conditions and exclusions of the policy. We can supply you with copies of the wording contained in these policies, with our certificate of insurance, if awarded this contract.

With regards to the policy conditions section (c), ZOLL wishes to add the following highlighted verbiage:

The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG. **Vendor may maintain a separate policy with limits equal to those required under General Liability.**

With regards to the policy conditions section (d), ZOLL wishes to amend the statement as follows:

~~LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.~~ **Vendor may not cancel any required policy without 30 days prior written notice.**

With regards to Deductibles and Self-Insured Programs, ZOLL wishes to parts (a) and (e).

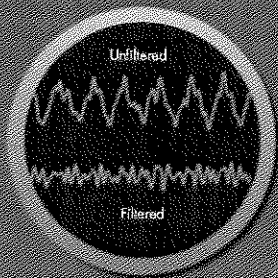
With regards to Verification of Coverage, ZOLL wishes to amend the statement as follows:

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, ~~and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.~~

With regards to Right to Review, Audit and Inspect, ZOLL wishes to delete this statement in its entirety.

### RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.

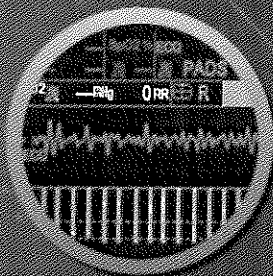


### See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.

### Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.

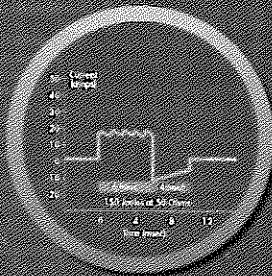


### AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.

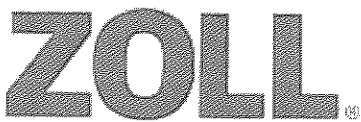
### Rectilinear Biphasic™

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



## Section – III.

## Quotation



**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: Lexington Fire Department**

219 East 3rd Street  
Lexington, KY 40508

Attn: **Brian Wood**

email: [woodb@lexingtonky.gov](mailto:woodb@lexingtonky.gov)

Tel: 859-231-5644

**QUOTATION 138128 V:4**

DATE: September 25, 2013

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

**Bid No. 119-2013 Monitor Defibrillators for  
Lexington Fayette Urban County Government  
Due September 25, 2013 at 2:00 PM**

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> <li>• One (1)-year EMS warranty</li> </ul> <p><b>Advanced Options:</b></p> <p>Real CPR Help Expansion Pack      \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul> <p>ZOLL Noninvasive Pacing Technology:      \$2,550</p>	10	\$37,275.00	\$28,701.75	\$287,017.50 *

**Page 1 Subtotal      \$287,017.50**

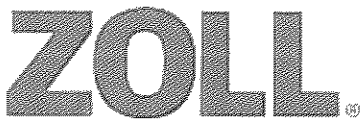
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2. PRICES WILL BE F.O.B. SHIPPING POINT - FREE FREIGHT.
3. WARRANTY PERIOD (See above AND Attachment).
4. PRICES QUOTED ARE VALID FOR 60 DAYS.
5. APPLICABLE TAX AND FREIGHT CHARGES ARE ADDITIONAL.

Dione Amirkhan  
EMS Territory Manager  
800-242-9150, x9444

6. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
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		Masimo Pulse Oximetry				
		SP02 \$1,795 • Signal Extraction Technology (SET) • Rainbow SET				
		NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff				
		End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately				
		Interpretative 12- Lead ECG: \$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)	10	\$295.00	\$227.15	\$2,271.50 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	10	\$295.00	\$227.15	\$2,271.50 *
4	8000-0295	SpO2 LNCS Pediatric Reusable Sensor (1 each)	10	\$350.00	\$269.50	\$2,695.00 *
5	8000-0580-01	Six hour rechargeable Smart battery	26	\$495.00	\$381.15	\$9,909.90 *

**Page 2 Subtotal \$304,165.40**

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6	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	10	\$2,583.00	\$1,988.91	\$19,889.10	*
7	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	10	\$157.50	\$121.28	\$1,212.80	*
8	8000-000901	ECG plain white paper- 80mm (pack of 6 rolls)	10	\$24.00	\$18.48	\$184.80	*
9	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	10	\$49.95	\$38.46	\$384.60	*
10	8000-000903-01	X Series AUX PWR, Breakout Cable (pigtail)	10	\$112.00	\$86.24	\$862.40	*
11	4001-9912	ZOLL M Series Biphasic w/Pacing + 3 options Trade-In	10		(\$4,000.00)	(\$40,000.00)	**
		<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> <p>*Reflects Discount Pricing.</p>					

**TOTAL \$286,699.10**

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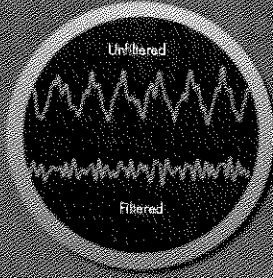
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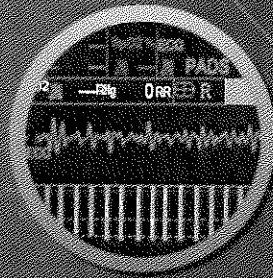
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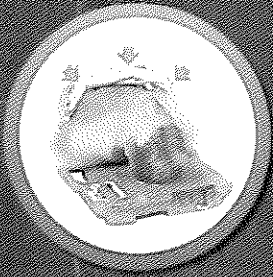
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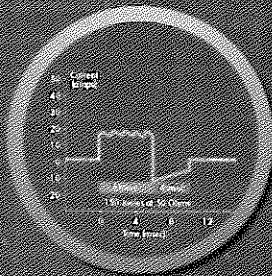
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High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



## Section – IV.

## Warranty Information



## **EMS ONE YEAR PRODUCT LIMITED WARRANTY**

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the equipment (constituting the Defibrillators and Battery Chargers) will be free from defects in material and workmanship under normal use and service for the period of one (1) year from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair.

During such one-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply.

Accessories (constituting the cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the 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; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (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; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories.

The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

# Technical Support and Service

**ZOLL Medical Corporation** provides technical assistance through our Technical Support Department. Should the ZOLL equipment require service, contact the Technical Support Department directly.

## Hours of Coverage

Technical Support is available through our Technical Support Help Desk by calling **1- 800-348-9011**, Monday through Friday from **8:30 AM to 6:00 PM EST**.

The Technical Support Representative will require the following pertinent information to open a Service Request:

- Unit Serial Number
- Description of the complaint
- Department where the equipment is being used
- Patient information if applicable
- ECG strips if available
- Purchase Order number if the device is out of warranty

This information will assist us in performing a full evaluation when the product is received at our Depot. You will be given an RMA number to track the return of your product.

## Emergency Service

Technical Support is available on an emergency basis 7 days a week during the hours not covered during a normal business day. Emergency Support is available by calling **1-800-348-9011**.

## Service Loaners

A Service Loaner is available at no charge during the repair analysis process and is shipped to arrive before 10 AM the next business day. ZOLL pays for the shipping and insurance of the Service Loaner.

## Repairs

Repair service is provided via Depot Repair at ZOLL Corporate in Chelmsford, MA.

Service is performed by factory trained Service Repair Technicians. Each unit is certified by successfully completing the 6 Month Checkout Procedure as detailed in the appropriate Service Manual, applying a Calibration sticker, and returning the product with a Warranty Repair Form indicating the work performed. As an ISO 9000 certified facility, we retain training records on each employee and are committed to providing the highest level of quality in the servicing of all ZOLL products.

## Rental Equipment

Rental Equipment is available for rental purposes on a monthly basis at a cost of \$450 per month plus initial shipping of the loaner to the customer site. This can be purchased through our Technical Support Department.

### **Non Warranty Return for Service**

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, a minimum service charge plus shipping costs shall apply.

If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor and shipping. If you choose to decline the repair, the minimum service charge plus shipping will apply.

### **Hourly Labor Rates**

Our current Depot Repair Rate is \$150 per hour. This rate is subject to change October 1<sup>st</sup> of each year.

### **Overtime Hours and Rates**

There is no additional cost for overtime on Depot repaired items.

### **On-site Service**

Repairs are performed in our Repair Depot at ZOLL Corporate in Chelmsford, MA.

### **Guaranteed Parts Availability**

ZOLL guarantees parts for seven (7) years from the last date of manufacture.

### **Guaranteed Service Turnaround Time**

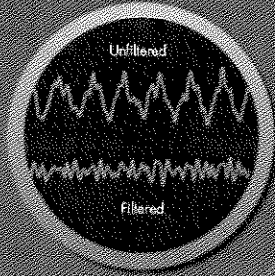
As an ISO 9000 certified facility we are constantly trying to improve our turnaround time while maintaining a high quality of repair. You can expect a less than 10 business day turnaround on repairs. A Service Loaner is available at no charge while the product is being repaired.

### **Guaranteed Equipment Uptime**

You can expect 99% uptime based on typical use and the arrival of a Free Service Loaner by 10 AM the next business day.

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Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.

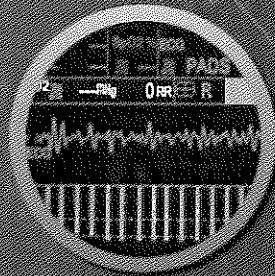


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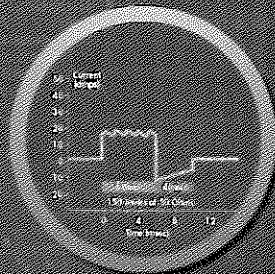


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## Section – V.

# Literature/Product Information