



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

Bid No. 124-2011 for Lexington Fayette Urban County Government, KY

ZOLL Medical Corporation Response to Invitation to Bid for Defibrillators

Due November 23, 2011 at 2:00 PM

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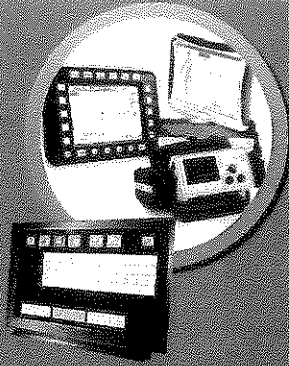
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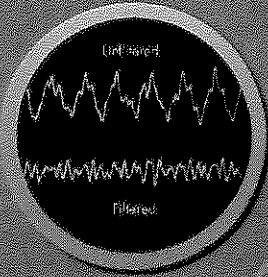
RescueNet® Link

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.



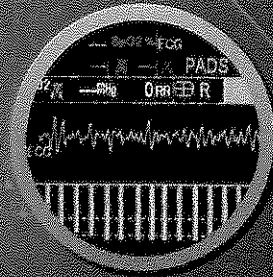
See-Thru CPR®

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



Real CPR Help®

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



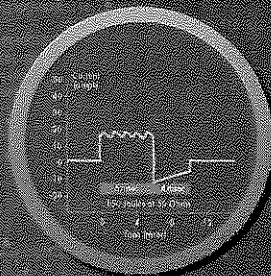
AutoPulse®

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

November 21, 2011

Lexington Fayette Urban County Government
Division of Central Purchasing
200 East Main Street
3rd Floor, Room 338

RE: Bid No. 124-2011 for Defibrillators

Dear Purchasing Agent:

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your Invitation to Bid for Defibrillators, due November 23, 2011 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 M Series® Quotation
- ZOLL M Series® Warranty & Technical Service Information
- ZOLL M 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 continuing our relationship with you.

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.

Regards,

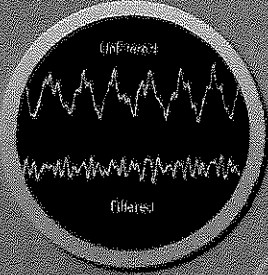
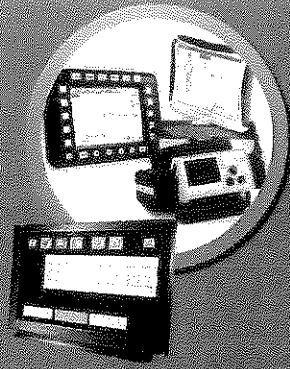
Dione Amirkhan
EMS Territory Manager

DA/hse

Enclosures

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.

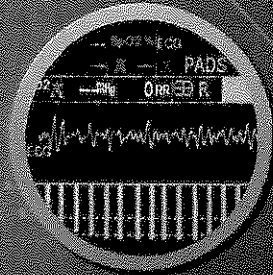


See-Thru CPR®

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

Real CPR Help®

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

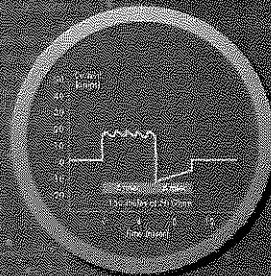


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Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.

Rectilinear Biphasic™

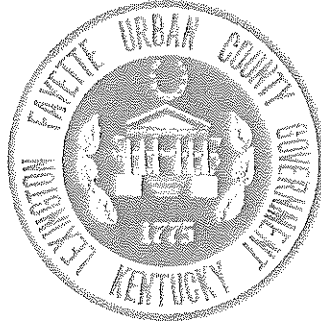
High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – II. Invitation to Bid

Lexington Fayette Urban County Government

Division of Central Purchasing



Lexington Kentucky

Horse Capital of the World

INVITATION TO BID #124-2011

Defibrillators

NOTICE TO BIDDERS

Bid Opening Date: November 23, 2011

Bid Opening Time: 2:00 PM

**Address: 200 East Main Street
3rd Floor, Room 338**

Pre Bid Meeting: N/A

Pre Bid Time:

Address:

INVITATION TO BID

Bid Invitation Number: #124-2011

Date of Issue: 11/09/2011

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 **11/23/2011**. 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, Rm 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: 319 E. Third St., Lexington, KY 40507

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

Commodity/Service
Defibrillators
See specifications

<p style="text-align: center;"><u>Check One:</u></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 style="text-align: center;"><u>Proposed Delivery:</u></p> <p>60-90 days after acceptance of bid.</p> <p>*If purchasing refurbished option, delivery is based on availability at time of purchase.</p>
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<u>Procurement Card Usage</u>
<p><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?</p> <p><input type="checkbox"/> No</p>

Submitted by: ZOLL Medical Corporation

Firm

269 Mill Road

Address

Chelmsford, MA 01824-4105

City, State & Zip

Dione Amirkhan EMS Territory Mr.

Signature of Authorized Company Representative – Title

Dione Amirkhan, EMS Territory Manager

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, John Bergeron, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Bergeron 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.

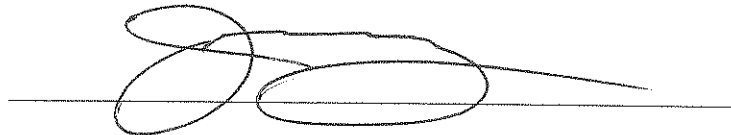
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

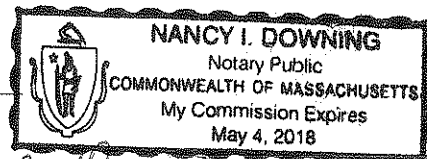
COUNTY OF Middlesex

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

by John Bergeron on this the 22nd day

of November, 2011.

My Commission expires: May 4, 2018



Nancy I. Downing
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). 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.Greenseal.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 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 #124-2011"

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 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 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 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**)
 - (XXX) 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 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.
 - 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - 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

Specifications	Bidder Complies	
	Yes	No
<p>ZOLL M-SERIES</p> <p>The Zoll M-Series configured to meet the needs of Lexington Fire & Emergency Service, EMS providers. The base platform of a Zoll M-Series includes AED advisory as well as manual defibrillation, with options of a noninvasive pacemaker. The Zoll M-Series shall come complete with all accessories based on configuration.</p> <p>Please provide one original and one copy of your bid.</p> <p>Should questions concerning specifications arise, contact; Battalion Chief Michael Gribbin, Division of Fire and Emergency Services, 219 East Third Street, Lexington, Kentucky 40508-1827, telephone 859-231-5643.</p> <p>Defibrillator Bid Specifications</p> <p>General:</p> <p>1.1. Unit shall not exceed 11.5lbs. including defibrillator, multi-function cable and battery, without blood pressure. x</p> <p>1.2. Unit must be in an unused new condition provided directly from the manufacturer or if refurbished must be provided directly from the original manufacturer with no third party suppliers allowed. x</p> <p>1.3. Unit must not exceed 6.8in high x 10.2in wide x 8.1in deep, without blood pressure. x</p> <p>1.4. Unit shall not exceed 13.5lbs including defibrillator, multi-function cable and battery x</p> <p>1.5. Unit must have a standard type II PCMCIA external card slot. x</p> <p>1.6. Unit must use standard removable type II standard PCMCIA cards (optional). x</p> <p>1.7. Unit must be able to digitally record ECG and voice on a standard type II PCMCIA card (optional). x</p> <p>1.8. Unit must be able to transmit 12-lead ECG information through a standard type II PCMCIA fax/modem card. x</p> <p>1.10. Unit must have a battery that is easily replaceable in the field. Field replacement of battery shall require that no parts of the carry case be opened or removed to enable replacement. x</p> <p>1.11. Unit shall have a battery that is located on the top of defibrillator. x</p> <p>1.12. Unit shall have a battery that is visually exposed to provider at all times, so as to facilitate easy replacement and visual battery capacity checks. x</p>		

Specifications	Bidder Complies	
	Yes	No
1.13. Unit shall have a color coordinated front panel to separate the monitoring, defibrillation and pacing functions.	X	
1.14. Unit shall be upgradeable to include future non-invasive monitoring parameters.	X	
1.15. Unit must have a defibrillator discharge button that illuminates when device is charged and ready to deliver shock.	X	
1.16. Unit shall have an affixed protective carry case that allows for multiple shoulder strap configurations, pockets for electrodes and other supplies.	X	
1.17. Unit carry case shall be affixed to defibrillator by screws.	X	
1.18. Unit must perform a self-test when unit is powered up	X	
1.19. Unit must alert the user that self-test has been completed and unit has passed.	X	
1.20. Unit shall be able to be tested through Multi function cable or paddles.	X	
1.21. Unit shall be able to be tested through paddles while paddles are connected to multifunction cable and attached to defibrillator.	X	
1.22. Unit must provide testing capability which tests: charging, energy delivery, paddles, multi-function cable.	X	
1.23. Unit must have a test cap to allow Multi-function cable testing.	X	
1.24. Unit must have built-in AC or DC power as a standard feature	X	
1.25. Unit must provide AED capability with manual override function	X	
1.26. Each unit shall be delivered to 219 E. Third St. Lexington, Kentucky	X	
<i>Defibrillator Bid Specifications</i>		
Monitoring:		
2.1. Unit must be capable of patient monitoring through 3 lead ECG cables, Multi-function electrodes and paddles.	X	
2.2. Unit must have a lead selector switch located on front panel that allows user to change leads by pushing lead switch.	X	
2.3. Unit must display lead selected at all times on display.	X	
2.4. Leads must be fully defibrillator protected.	X	

Specifications	Bidder Complies	
	Yes	No
2.5. Unit must have dedicated circuitry that detects most implanted pacer spikes.	x	
2.6. Unit must display standard marker of pacer spike on ECG trace.	x	
2.7. Unit must have the following bandwidths: 0.5 – 27 Hz (-3dB) standard and 0.05 – 150 Hz diagnostic.	x	
2.8. Unit must have the following ECG sizes: 0.5, 1.0, 1.5, 2.0, and 3.0 cm/mV capable of being displayed on monitor.	x	
2.9. Unit must contain a digital Heart Rate display of 0 – 300 bpm +/- 5 %	x	
2.10. Unit must display heart rate on monitor.	x	
2.11. Unit must contain heart rate alarms that are user selectable.	x	
2.12. Unit must have heart rate alarms as follows: tachycardia 60 – 280 bpm and bradycardia 20 – 100 bpm.	x	
2.13. Heart rate alarms must have an on/off symbol displayed on monitor.	x	
2.14. Heart rate alarms must provide the user with a generated strip chart recording and audible tone when activated.	x	
2.15. Heart rate alarms must be smart alarms with beeper/voice prompts indicating shockable rhythm in AED mode.	x	
2.16. Unit must contain a 1-volt ECG out.	x	
2.17. Unit must be able to be put into diagnostic bandwidth by provider through soft keys on front panel.	x	
Electrodes:		
3.1. The Unit must utilize Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.	x	
3.2. Electrodes must be available in two sizes for adults and pediatrics.	x	
3.3. The Multi-Function Electrodes must allow the user to pre connect the electrodes without compromising shelf life.	x	
Display:		

Specifications	Bidder Complies	
	Yes	No
4.1. Unit must have a high resolution EL display as a standard feature.	X	
4.2. Unit must have a screen that is a minimum of 5.66 inches diagonally.	X	
4.3. Unit must have a screen with a sweep speed of 25 mm/sec.	X	
4.4. Unit must have a screen that provides a minimum viewing time of 4 seconds.	X	
4.5. Unit must provide the capability of viewing 1 ECG and one parameter channel simultaneously.		
4.6. Unit must have a display that provides the following information: Heart Rate, Lead/Pads, Alarm On / Off, AED functions and prompts, defibrillator test function, self test function, error corrections and faults, Pacer functions, Code markers, alarm selection and limits, delivered energy, joule settings, ECG size, Synchronized cardioversion, optional EtCO ₂ readings, SpO ₂ readings and NIBP readings.	X	
Defibrillator:		
5.1. Unit must utilize a low energy Rectilinear Biphasic™ waveform.	X	
5.2. 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, 75, 100, 120, 150, 200 joules.	X	
5.3. Unit must have clinical evidence of 95% or better conversion rate at 120J.	X	
5.4. Unit must have clinical evidence of >95% success on high impedance patients.	X	
5.5. Unit must meet current AHA specifications for biphasic defibrillation (<200J low energy, scientific data to support efficacy claims).	X	
5.6. Unit must allow provider the ability to adjust energy selection controls on device front panel.	X	
5.7. Unit must be able to charge to 200 joules in 6 seconds or less with a new fully charged battery.	X	
5.8. Unit must display energy selected and delivered on monitor display, strip chart recorder and code summary.	X	
5.9. Unit must have synchronized cardioversion capability with “sync” message displayed on monitor.	X	
5.10. Unit must have charge controls on the front panel of unit.	X	
5.11. Unit must have optional paddles that are external anterior/anterior adult and pediatric	X	

Specifications	Bidder Complies	
	Yes	No
paddles.		
5.12. Adult paddles must slide off paddle housing to expose pediatric paddles.	X	
5.13. 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 optional PCMCIA card.	X	
5.14. Unit must have a " Multi-function" cable that is field replaceable	X	
5.15. Unit must have a single "Multi-function Cable "that operates both multi-function electrodes and external paddles.	X	
Recorder:		
6.1. Unit must utilize a thermal strip chart recorder.	X	
6.2. Strip chart recorder must use 80mm recording paper.	X	
6.3. Strip chart recorder must utilize a 6 second delay.	X	
6.4. Strip chart recorder must be able to print the following annotations: Time, date, defib. energy, heart rate, pacer output, QRS sync marker, ECG size, lead, alarm, defib test ZOLL Medical Corporation January 2005 3 ZOLL Medical Corporation M Series Lockout Specifications 4 OK/fail, analyze ECG, pads off, analysis halted, noisy ecg, shock advised, ECG too large, ECG too small, code-marked events and diagnostic bandwidth.	X	
6.5. Unit must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.	X	
6.6. Strip chart recorder must be able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.	X	
Pacemaker:		
7.1. Unit must utilize a rectilinear constant current 40 ms pace pulse width.	X	
7.2. Unit must have a continuously variable current level.	X	
7.3. Unit must have a continuously variable pacing rate from 30-180 ppm.	X	
7.4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.	X	
7.5. The heart rate alarms must function in the pacing mode.	X	

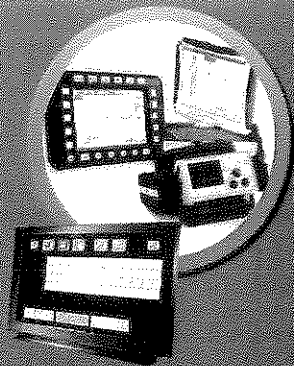
Specifications	Bidder Complies	
	Yes	No
7.6. Unit must have 4.1 button that allows viewing of intrinsic patient rhythm without losing pacing capture.	x	
7.7. Unit must be configurable for initial setting of pacing rate.	x	
7.8. Unit must display pacing rate and milliamps on EL display.	x	
7.9. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.	x	
7.10. Unit must be able to pace through multi-function or pacing electrodes.	x	
7.11. The unit must provide the option for an integrated Bluetooth Module for the wireless transmission of 12-lead ECG and vital sign data to fax, email or to a printer.	x	
7.12. The unit must be able to transmit 12-lead and vital sign data wirelessly to a PocketPC or Laptop PC that sends the data to a fax, email or to a printer.	x	
7.13. The unit must be upgradeable to allow the use of an integrated Bluetooth Module for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.	x	
7.14. The unit must also provide serial communication capability through an RS232 serial port.	x	
7.15. The unit must be upgradeable to transmit 12-lead and vital data both automatically and manually on acquisition.	x	
7.16. The unit must be able to send a vital trend automatically every minute to a PocketPC or laptop.	x	
7.17. The device must be able to transmit all trend history data stored in the memory to a remote handheld device, either PocketPC or laptop.	x	
7.18 The unit must be able to transmit all data stored on a PC card to a remote handheld device.	x	
7.19 The unit must be able to provide the option for both landline and cellular transmission when utilizing a Bluetooth wireless option.	x	
Battery/Charging systems:		
8.1. Unit must use rechargeable sealed lead acid batteries.	x	
8.2. New, fully charged batteries must provide the following capacities: 3 hours of	x	

Specifications	Bidder Complies	
	Yes	No
continuous ECG monitoring, 2.5 hours of continuous ECG monitoring/pacing at 60 mA, 80 beats per minute and 35 defibrillator discharges at a maximum energy of 200 joules. (without additional monitoring parameters).	X	
8.3. Unit must offer optional "Smart" batteries that calculate capacity as well as charge allowing providers to view the amount of monitoring time in the battery.	X	
8.4. Smart batteries must utilize an LED gauge showing in ½ hour increments available battery life.	X	
8.5. Smart batteries must have 2 separate components: smart chip and cells.	X	
8.6. The smart chip or cells must be field replaceable.	X	
8.7. The battery must be easy to change.	X	
8.8. Each unit must be supplied with two (2) rechargeable sealed lead acid batteries.	X	
4x4 Battery Support System		
9.1. The unit must have an integral AC or DC charging system without adding size or weight to the device.	X	
9.2. The AC charger must use a standard grounded cable to operate charging system in AC mode.	X	
9.3. The DC charger must utilize the following DC connectors: cigarette lighter adapter or standard DC connector.	X	
9.4. The AC or DC charger must be able to recharge a depleted sealed lead acid battery, operate the unit without a battery or batteries in unit and simultaneously recharge battery and operate unit.	X	
9.5. The AC or DC charger shall be able to operate at total functionality while drawing power off of vehicle inverters.	X	
9.6. The battery support system must be capable of the simultaneous charging of 4 sealed acid batteries at one time.	X	
9.7. The battery support system must be capable of the simultaneous testing of up to 4 sealed lead acid batteries at one time.	X	
9.8. The battery support system must have an auto test feature that automatically tests charges and recalibrates sealed acid batteries whenever a battery is installed in system.	X	

Specifications	Bidder Complies	
	Yes	No
Included two copies of the bid.	x	

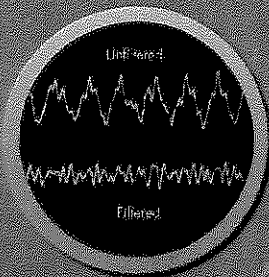
RescueNet® Link

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.



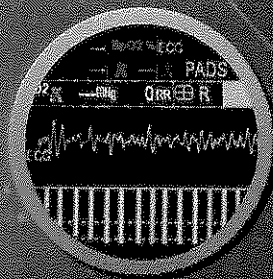
See-Thru CPR®

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



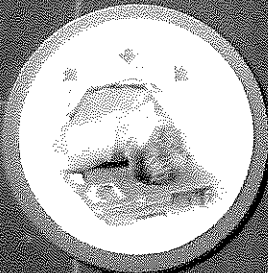
Real CPR Help®

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



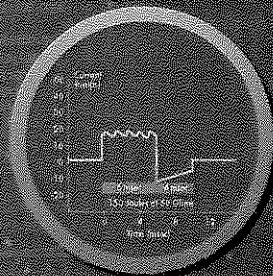
AutoPulse®

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.

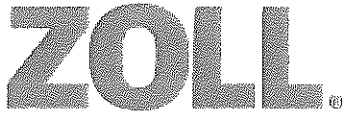


Rectilinear Biphasic™

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 Fayette Urban County Govt

200 East Main St, Rm 338
Lexington, KY 40507

QUOTATION 102228 V:1

DATE: November 22, 2011

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

**Bid No. 124-2011 - Defibrillators for
Lexington Fayette County
Due November 23, 2011 at 2:00 PM**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	41421711100163010	M Series MultiPro Plus AED/Manual with AC Power, Multiple Application Printer with Summary Report, Manual Override, Code Markers, NIBP with cuff and hose, SPO2 with reusable sensor and 4' Cable, Noninvasive Pacing, 12-lead with 1-Step Cable, EtCO2 with sensor, and Code Markers. Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.	1	\$27,825.00	\$17,529.75	\$17,529.75 *
2	8000-0264-01	M Series / CCT CAPNO 3 Mainstream CO2 Sensor and Cable	1	\$1,725.00	Included	Included *
3	8000-0595-01	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation (price at time of initial purchase only)	1	\$530.00	\$250.00	\$250.00 *
*Reflects Discount Pricing.						
TOTAL						\$17,779.75

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 WILL BE F.O.B. SHIPPING POINT - FREE FREIGHT.
3. PRICES QUOTED ARE FIRM FOR 60 DAYS.
4. APPLICABLE TAX & ORDER PROCESSING FEES ADDITIONAL
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Dione Amirkhan
Territory Manager
800-242-9150, x9444

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 CORPORATION'S 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.

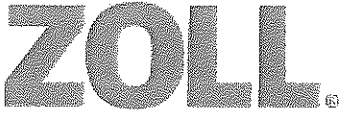
EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

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.

ZOLL Medical Corporation



**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 Fayette Urban County Govt

200 East Main St, Rm 338
Lexington, KY 40507

QUOTATION 102226 V:1

DATE: November 22, 2011

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

**Bid No. 124-2011 - Defibrillators for
Lexington Fayette County
Due November 23, 2011 at 2:00 PM**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	61310011100163010	Refurbished M Series MultiPro AED / Manual Defibrillator with Noninvasive Pacing and Code Markers. Includes: AC Power, Multiple Application Printer with Summary Report, Manual Override and Code Markers, High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and six (6) month warranty.	1	\$10,180.00	\$7,649.00	\$7,649.00 *
2	8000-0595-01	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation (price at time of initial purchase only).	1	\$530.00	\$250.00	\$250.00 *
3	8778-0123	6 Month Extended Warranty (at time of equipment sale)	1	\$630.00	\$630.00	\$630.00
<p>Acceptance of an order for Refurbished Equipment is contingent upon product availability at time of order. Orders are filled on a first come, first serve basis.</p> <p>*Reflects Discount Pricing.</p>						
TOTAL						\$8,529.00

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 - BASED ON AVAILABILITY.

2. PRICES WILL BE F.O.B. SHIPPING POINT - FREE FREIGHT.
3. PRICES QUOTED ARE FIRM FOR 60 DAYS.
4. APPLICABLE TAX & ORDER PROCESSING FEES ADDITIONAL
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Dione Amirkhan
Territory Manager
800-242-9150, x9444

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 CORPORATION'S 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.

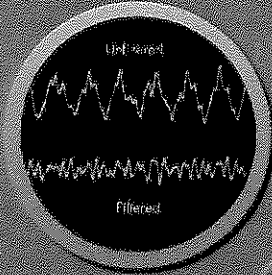
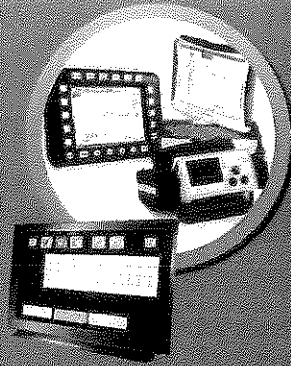
19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and 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.

ZOLL Medical Corporation

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.

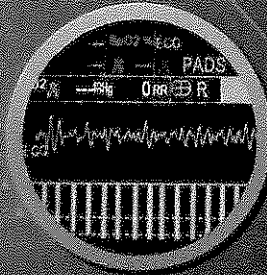


See-Thru CPR®

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

Real CPR Help®

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

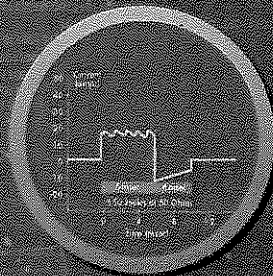


AutoPulse®

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.

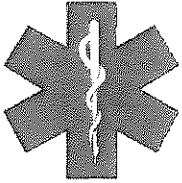
Rectilinear Biphasic™

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



Section – 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 customer unit and the Service Loaner while the unit is under Factory or Extended Warranty.

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.

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, an evaluation charge shall apply. ZOLL's Service evaluation charge is a minimum of three (3) hours of Labor plus shipping of the device.

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 evaluation charge will then apply.

Hourly Labor Rates

Our current Depot Repair Rate is \$150 per hour. This rate is subject to change October 1st 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. We do not offer on-site service but will provide loaners within 24 hours.

Replacement Parts

All replacement and repair exchange parts are typically available for shipment on the next business day following the request.

Repair Exchange (R/X) Program

The Repair Exchange program allows you to purchase "Repair Exchange Parts" at 50% off List Price. When an order is shipped for a "Repair Exchange Part", you will receive an invoice at full list price. Once the defective "Part" is returned, if the "Part" is repairable, you will receive a credit for 50% off the List Price of the Invoice. If the "Part" is not repairable, you will be expected to pay the invoice at list price.

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.

OPTIONAL SERVICE CONTRACT PROGRAMS

Preventive Maintenance Programs

Preventive Maintenance programs can be purchased to maintain the superior performance of your ZOLL equipment. In most areas, ZOLL has either an authorized 3RD Party Biomedical Representative who have been factory trained or a ZOLL Field Support Representative to provide Preventive Maintenance on site at the Customer's location. These representatives are dispatched by the ZOLL Technical Support Contracts Department based on contract requirements. Upon completion of the Preventive Maintenance, the Field Representative will provide the customer with a Service Repair form for the work that was completed.

In the event that on site PM service is not available in your area, arrangements will be made to send the devices to ZOLL Chelmsford Service Depot for service. A service loaner or loaners will be shipped to the customer's location for use during the time the units are in the ZOLL Service Depot.

ZOLL recommends that Preventive Maintenance be performed twice per year or every six (6) months.

Extended Warranty Programs

ZOLL Medical offers a variety of Extended Warranty programs. These programs are designed to help you to budget your maintenance costs and protect you against price increases. An Extended Warranty can be purchased at any time by contacting ZOLL Technical Support Contracts Department.

Biomedical/Service Training Program

ZOLL Technical Support offers a two-day training and certification program, which will enable the attendees to repair and calibrate the defibrillator. This can be purchased through your local ZOLL Sales Representative.

Rental Equipment

Rental Equipment is available for rental purposes on a monthly basis. This can be purchased through our Technical Support Department.

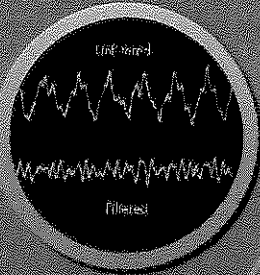
RescueNet® Link

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.



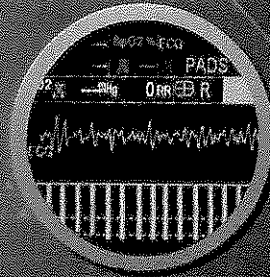
See-Thru CPR®

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



Real CPR Help®

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



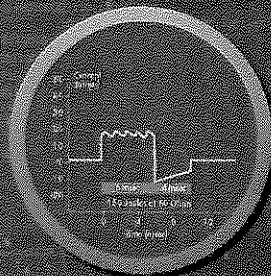
AutoPulse®

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 – V.

Literature/Product Information