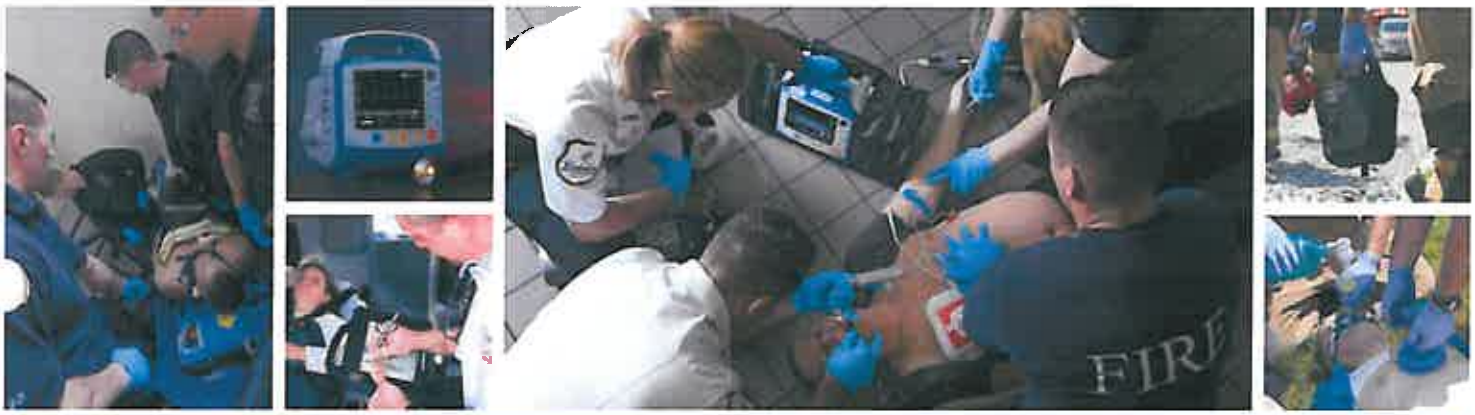
269 Mill Road
Chelmsford, Massachusetts 01824-4105
978 421 9655 (main)
978 421 0025 (fax)
www.zoll.com

ZOLL Medical Corporation's Response to Lexington Fayette Urban County Government's Invitation to Bid# 87-2017- Monitor Defibrillator due June 27, 2017 at 2:00p.m.

Table of Contents

ZOLL

Section I- Cover Letter



269 Mill Road
Chelmsford, Massachusetts 01824-4105
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June 23, 2017

Lexington Fayette Urban County Government
200 East Main Street, Room 338
Lexington, KY 40507

RE: Invitation to Bid# 87-2017 Cardiac Monitor Defibrillator

Dear Sir/Ma'am,

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your Invitation to Bid# 87-2017 Cardiac Monitor Defibrillator due June 27, 2017 at 2:00 p.m.

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:

- Original Bid Documents, completed & signed, with exceptions marked as redlines
- ZOLL Quotations
  - Quote 247782 V1- X Series with 12 Lead, additional parameters, and accessories
  - Quote 247779 V1- X Series without 12 Lead, additional parameters, and accessories
  - Quote 247732 V1- AED Pro and accessories
  - Quote 247789 V1- Battery Chargers
  - Pricebook for consumables
- ZOLL Service & Warranty Information
  - X Series One (1) Year Limited Product Warranty
  - AED Pro Five (5) Year Limited Product Warranty
  - Technical Support & Service

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

If you need any further information or assistance, please do not hesitate to call me at 502-419-6030 (mobile) or email me, **damirkhan@zoll.com**.

Regards,

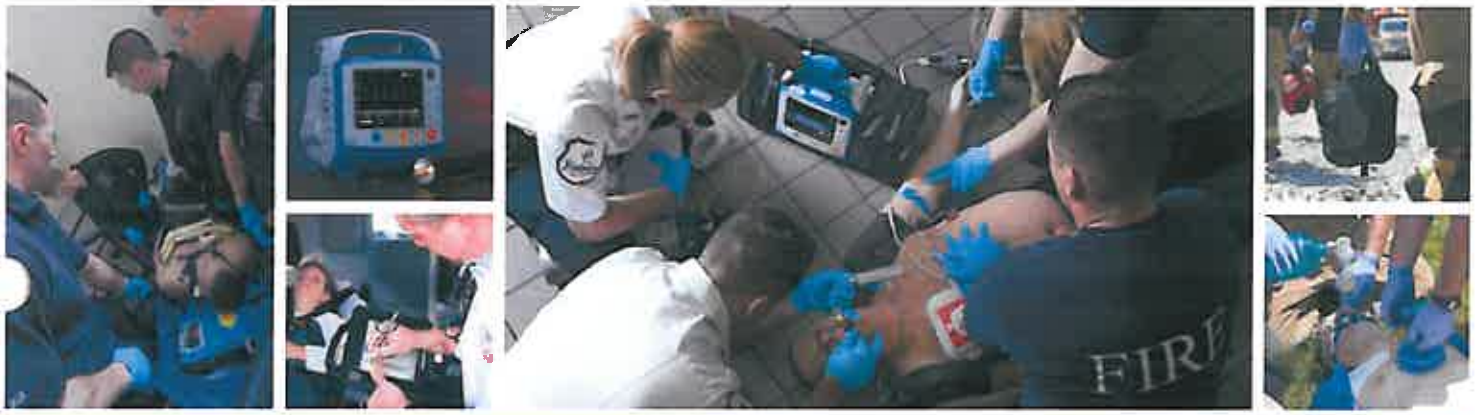
Dione Amirkhan

Dione Amirkhan
EMS Territory Manager

DA/ajc
Enclosures

ZOLL

Section II- Original Bid Documents



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing | Date of Issue: June 14, 2017

INVITATION TO BID #87-2017
Monitor Defibrillator

Bid Opening Date: **June 27, 2017** **Bid Opening Time: 2:00 PM**
Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A Pre Bid Time: N/A
Address: N/A

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 **6/27/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

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

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: See Specifications

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

Performance Bond Required: ___Yes _X No

Check One:	**Proposed Delivery:**
_____Bid Specifications Met _X_____Exceptions to Bid Specifications. *Exceptions shall be itemized and attached to bid proposal submitted.*	60-90 days after acceptance of bid.

Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _X_____Yes _____ No

Submitted by: ZOLL Medical Corporation
Firm Name

269 Mill Road
Address

Chelmsford, MA 01824
City, State & Zip

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

V.P. Corporate Treasurer
Signature of Authorized Company Representative – Title

John Bergeron, V.P. Corporate Treasurer
Representative's Name (Typed or printed)

800-348-9011 978-421-0015
Area Code - Phone – Extension *Fax #*

esales@zoll.com
E-Mail Address

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, V.P. Corporate Treasurer, 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 Amy Coffin on this the 26 day

of June, 2017.

AMY COFFIN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
November 2, 2023

My Commission expires: November 2, 2023

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 X_____ No_____

II. Bid Conditions

A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.

B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.

C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.

D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.

F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.

G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.

H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.

I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.

J. All bids mailed must be marked on the face of the envelope:

"Bid on #87-2017 Monitor Defibrillator"

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(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional **1** year(s) renewal. 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.

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 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.

F. 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 disability.

- 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, veteran status, disability and age.

Signature

ZOLL Medical Corporation
Name of Business

GENERAL PROVISIONS OF BID CONTRACT

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

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.

4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.

6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.

3. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.

10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same, including the bidder's exceptions marked herein. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them, including the bidder's exceptions marked herein. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.

12. Cancellation: ~~LFUCG~~ Either party may unilaterally terminate the bid contract with the ~~selected bidder(s)~~ opposite party at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

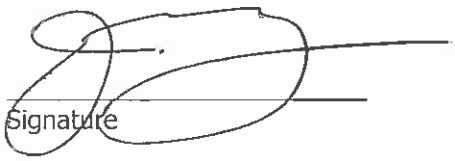
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.

16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.

17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.

18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.

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



Signature

June 26, 2017
Date

SPECIFICATIONS: **MONITOR DEFIBRILLATOR**

The Lexington Fire Department (LFD) is now requesting bids for the purpose of establishing a price contract for monitor defibrillators, AEDs, and chargers as per the following specifications. Bids shall be for Zoll X series 12 lead monitors, Zoll X series 4 lead monitors, Zoll AED Pro, 4 bay and 1 bay chargers compatible with the X series or equal. It is the intent of the LFD to initially purchase an allotment of all items with additional monitors, AEDs, and chargers to be purchased on an "as-needed" basis. LFD in no ways guarantees specific quantities.

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

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

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

Monitor/Defibrillator Bid Specifications 12 lead Monitors

Weight:

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

Dimensions:

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

Operating:

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

Transport and Storage:

1. Device must be capable of being stored at temperatures between -30 and 70°C.

2. Device must be capable of being stored between 15 to 95% RH (non-condensing).

Environmental Protection:

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

Monitor/Display:

1. Device must have Tri-Mode display.

2. Device must be able to change display from 'color' to 'black on white' or 'white on black' via the push of a quick access key.

3. Device must have night vision goggle (NVG) display.

4. Device must be able to display dynamic 12-lead ECG on screen.

5. Device must be able to display static ECG analysis results and dynamic ECG on screen concurrently.

6. Device must be able to display four (4) waveforms.

7. Device must be able to display large numeric values independent of ECG or waveforms.

8. Device must have a high resolution color liquid crystal display (LCD) as a standard feature.

9. Device must have a screen size that is a minimum of 6.5 inches (16.5cm) diagonally.

10. Device must have a screen with a sweep speed of 25 mm/sec or 50 mm/sec.

11. Device must have a screen that provides a minimum viewing time of 4.87 seconds.

CPR Quality Improvement

1. The device must provide real-time audio and visual CPR rate, depth, release feedback with a perfusion performance index.

2. The device must provide CPR artifact filtering to allow rescuer to see underlying rhythms to minimize pauses in compressions.

2. The device must be current AHA Guidelines compliant and upgradeable to updated AHA Guidelines as necessary.

3. The device must provide the option for CPR data to be recorded to internal memory.

4. The device must provide the ability to review CPR on a software program to provide a complete review of the compressions delivered.

5. The device must provide a filter that will allow continuous chest compressions to be done for the full duration of the users CPR protocol.

6. The CPR option on the device must be able to be used in a moving environment, such as an ambulance.

7. The CPR option must allow the option for anterior-posterior and anterior-anterior pad placement.

8. When the CPR option is in use, the SpO_2 monitoring functionality must also be available.

9. The CPR feedback must be available with the standard pads or paddles cable connected to the device.

Monitoring

1. Device must be capable of patient monitoring through 3-lead, 4-lead, 5-lead and 12-lead ECG cables, multi-function electrodes and paddles.

2. Device must have impedance pneumography for monitoring respiratory rate via ECG Leads I or II.

3. Device must have ability to measure respiratory rate via capnography or impedance pneumography.

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

5. Device must have a lead selector button located on front panel that allows user to change leads by pushing lead button.

6. Device must display lead selected on display at all times.

7. Leads must be fully defibrillator protected.

8. Device must have dedicated circuitry that detects most implanted pacer spikes.

9. Device must display standard marker of pacer spike on ECG trace.

10. Device must have the following bandwidths: 0.67 – 20 Hz Limited mode, 0.67 – 40 Hz Monitor mode, .25 – 40 Hz Filtered Diagnostic mode and 0.05 – 150 Hz Diagnostic mode.

11. Device must have the following ECG sizes: 0.125, 0.25, 0.5, 1, 2, 4 cm/mV and auto-ranging.

12. Device must show heart rate on display.

13. Device must display a Heart Rate range between 30 – 300 bpm.

14. Device must contain heart rate alarms that are user selectable.

15. Heart rate alarms must have an on/off indicator displayed on monitor.

16. Heart rate alarms must be capable of providing the user with an auto-generated strip chart recording, visual message and audible tone when activated.

17. In AED Mode, the device must be able to use any of the following monitoring parameters: $EtCO_2$, SpO_2, SpCO, SpMet, 12-lead ECG and/or NIBP.

Electrodes

1. Device must utilize Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.

2. Electrodes must be available in sizes for adults and pediatrics.

3. The Multi-Function Electrodes must allow the user to pre-connect the electrodes without compromising shelf life.

4. Electrodes must include an accelerometer to enable CPR feedback and artifact filtering functionality.

5. Adult paddles must incorporate pediatric paddles.

Defibrillator

1. Device must utilize a high current, low energy rectilinear, constant current biphasic waveform.

2. Device must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150 and 200 joules.

3. Device must have clinical evidence of 95% or better conversion rate at 120J.

4. Device must have clinical evidence of >95% success on high impedance patients.

5. Device must meet current AHA specifications for biphasic defibrillation (<200J low energy, scientific data to support efficacy claims).

6. Device must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.

7. Device must be able to charge to 200 Joules in 7 seconds or less with a new fully charged battery.

8. Device must display energy selected and delivered on monitor display, strip chart recorder and code summary.

9. Device must have a defibrillator discharge button that illuminates when device is charged and ready to deliver shock.

10. Device must have synchronized cardioversion capability with "sync" message displayed on monitor.

11. Device must have charge controls on both the front panel of device, as well as, on apex paddle.

12. Device must have optional paddles that are external anterior/anterior adult and pediatric paddles.

13. Adult paddles must slide off paddle housing to expose pediatric paddles.

14. Device must contain a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles documented on strip chart recorder and internal memory.

15. Device must have a "Multi-function" therapy cable that is field replaceable.

16. Device must have a single "Multi-function cable" that operates both multi-function electrodes and external paddles.

17. Device must be indicated for use on adult, pediatric and neonatal patients.

Printer/Recorder

1. Device must utilize a thermal strip chart recorder.

2. Strip chart recorder must use 80mm paper width thermal recording paper.

3. Strip chart recorder must utilize a 6 second delay.

4. Device must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.

5. Strip chart recorder must be able to print four (4) leads simultaneously.

Pacemaker

1. Device must utilize a constant current 40 ms pace pulse width duration waveform.

2. Device must have a continuously variable current level.

3. Device must have a continuously variable pacing rate from 30 - 180 ppm.

4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.

5. The heart rate alarms must function in the pacing mode.

6. Device must be configurable for initial setting of pacing rate.

7. Device must display pacing rate and milliamps on display.

8. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.

9. Device must be able to pace through multi-function or pacing electrodes.

12-Lead ECG

1. The 12-lead ECG must not require any special hardware or proprietary software to view.

2. The 12-lead ECG parameter must reside within a defibrillator weighing less than 11.7 lbs. (5.3 kg).

3. The 12-lead ECG parameter must utilize the Inovise ECG Analysis Program

4. The 12-lead ECG parameter must allow direct transmission of 12-lead ECG to RescueNet 12-Lead via PAN Bluetooth, WiFi or USB Cell modem.

5. The 12-lead ECG must be capable of being acquired without entering deep menus and without the use of a trim knob.

6. The device must offer an optional 0.05 to 40 Hz Diagnostic bandwidth

7. The 12-lead parameter must allow users to easily insert patient name, age and gender using soft keys on the defibrillator

8. The 12-lead parameter must allow users to print the 12-Lead Analysis Interpretation including measurements and patient name, age and gender on 80 mm paper.

9. The 12-lead patient cable must consist of 4 limb leads and a separate V-lead cable.

10. The 12-lead patient cable must be capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.

11. Device must provide the option for integrated Bluetooth for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.

12. Device must provide the option for Wi-Fi for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.

13. Device must provide the option for USB Cell modem for the wireless transmission of 12-lead ECG and vital sign data to RescueNet 12-Lead.

Pulse CO-Oximetry

1. The device must have integrated Oxygen Saturation (SpO_2), Carboxyhemoglobin Saturation (SpCO) and/or Methemoglobin Saturation (SpMet) and Heart Rate measurement.

2. The device must have the ability to automatically display HR, SpO, SpCO and SpMet values on the screen without user intervention.

3. Alarm settings for SpCO and SpMet must be user configurable.

4. The device must utilize pulse oximetry technology that has FDA 510(k) clearance for use during patient motion and low perfusion.

5. The device must include Masimo SET/Rainbow® technology.

6. The device must utilize pulse oximetry sensors that work in bright sunlight.

7. The device must utilize alarms that are user adjustable in the field.

8. Device must be indicated for use on adult, pediatric and neonatal patients.

9. An optional ear sensor must be available in the event a finger probe cannot be used.

Capnography

1. The defibrillator must be capable of providing continuous $EtCO_2$ and respiratory rate readings as well as a capnogram for on-screen display or print-out.

2. The Microstream® sample pump must be rated for 24,000 hours of continuous use.

3. The device must be at full operating specification in 20 seconds or less.

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

Non-Invasive Blood Pressure

1. Device must be capable of acquiring a blood pressure measurement on inflation within 15 to 30 seconds.

2. Device must be capable of synchronizing the oscillation to the R-wave of the ECG.

3. Device must be capable of using dual lumen tube and/or cuffs

4. Device must incorporate non-invasive oscillometric technology.

5. Device must display systolic, diastolic and mean arterial (MAP) pressures.

6. Device must be capable of taking automatic, stat or manual measurements.

7. Automatic intervals should be user adjustable to 1, 2, 3, 5, 10, 15, 30 and 60 minutes.

8. Device must be indicated for use on adult, pediatric and neonatal patients.

9. Stat mode must allow for repeated rapid measurements within 5 minutes.

10. Device must include an artifact indicator which is displayed when excessive artifact is detected.

11. Device must display a numeric value for cuff inflation status.

12. Device is capable of displaying and/or printing up to 24 hours of patient vital trend data at one minute intervals.

Invasive Pressure

1. Device must have three invasive pressure channels.

2. Device must have ability to monitor invasive pressure channels while monitoring temperature channels.

3. Device must be able to measure pressures between -30 to 300 mmHg.

Temperature

1. Device must have two temperature channels. 2. Device must be able to monitor temperature channels while monitoring invasive pressure channels.

3. Device must be able to monitor rectal, esophageal, skin and/or ambient air temperature.

4. Device must be able to measure temperatures between 0° to 50°C.

5. Device must display T1, T2 and /or TΔ

6. Device must use YSI 400 and/or 700 Series probes.

Battery/Charging Systems

1. Device must be capable of using rechargeable lithium-ion batteries.

2. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 6 hours of continuous monitoring of ECG, SpO_2, CO_2, three Invasive Pressure channels, and two channels of Temperature, with NIBP measurements every 15 minutes and 10 200J shocks.

3. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 3.5 hours of pacing with ECG, SpO_2, CO_2, three Invasive Pressure channels, and two channels of temperature, with NIBP measurements every 15 minutes and pacing at 180 ppm and 140mA.

4. A new, fully charged lithium-ion battery operating at room temperature must be capable of delivering 420 shocks at 200J.

5. The battery must be easy to change.

6. The device must offer battery option with a recharge time of 4 hours or less with the integral charger.

7. The device must provide a LOW BATTERY indicator which displays on the monitor.

8. The device must provide a Battery Management charger system capable of charging both sealed lead acid and lithium ion batteries.

9. The device must come with a Battery Management Sofiware program for maintenance and conditioning of the batteries.

10. The AC charger must use a standard grounded cable to operate charging system in AC mode.

11. When plugged in, the AC charger must be able to recharge a depleted lithium ion battery, operate the device without a battery or batteries in device and simultaneously recharge battery and operate device.

12. The AC or charger shall be able to operate at total functionality while drawing power off of recommended vehicle inverters.

13. The battery support system must be capable of the simultaneous charging of 4 batteries at one time.

14. The battery support system must be capable of the simultaneous testing of up to 4 batteries at one time.

15. The battery support system must have an auto test feature that automatically tests charges and recalibrates batteries whenever a battery is installed in system.

Monitor/Defibrillator Bid Specifications 4 lead Monitors

Weight:

1. Device shall not exceed 10.6 lbs. (4.82 kg) without battery and paper.

2. Device shall not exceed 11.7 lbs. (5.32 kg) with battery and paper.

Dimensions:

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

Operating:

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

Transport and Storage:

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

Environmental Protection:

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

Monitor/Display:

1. Device must have Tri-Mode display.
2. Device must be able to change display from 'color' to 'black on white' or 'white on black' via the push of a quick access key.
3. Device must have night vision goggle (NVG) display.
4. Device must be able to display dynamic 12-lead ECG on screen.
5. Device must be able to display static ECG analysis results and dynamic ECG on screen concurrently.
6. Device must be able to display four (4) waveforms.
7. Device must be able to display large numeric values independent of ECG or waveforms.

8. Device must have a high resolution color liquid crystal display (LCD) as a standard feature.

9. Device must have a screen size that is a minimum of 6.5 inches (16.5cm) diagonally.

10. Device must have a screen with a sweep speed of 25 mm/sec or 50 mm/sec.

11. Device must have a screen that provides a minimum viewing time of 4.87 seconds.

CPR Quality Improvement

1. The device must provide real-time audio and visual CPR rate, depth, release feedback with a perfusion performance index.

2. The device must provide CPR artifact filtering to allow rescuer to see underlying rhythms to minimize pauses in compressions.

2. The device must be current AHA Guidelines compliant and upgradeable to updated AHA Guidelines as necessary.

3. The device must provide the option for CPR data to be recorded to internal memory.

4. The device must provide the ability to review CPR on a software program to provide a complete review of the compressions delivered.

5. The device must provide a filter that will allow continuous chest compressions to be done for the full duration of the users CPR protocol.

6. The CPR option on the device must be able to be used in a moving environment, such as an ambulance.

7. The CPR option must allow the option for anterior-posterior and anterior-anterior pad placement.

8. When the CPR option is in use, the SpO_2 monitoring functionality must also be available.

9. The CPR feedback must be available with the standard pads or paddles cable connected to the device.

Monitoring

1. Device must be capable of patient monitoring through 3-lead, 4-lead, 5-lead and 12-lead ECG cables, multi-function electrodes and paddles.

2. Device must have impedance pneumography for monitoring respiratory rate via ECG Leads I or II.

3. Device must have ability to measure respiratory rate via capnography or impedance pneumography.

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

5. Device must have a lead selector button located on front panel that allows user to change leads by pushing lead button.

6. Device must display lead selected on display at all times.

7. Leads must be fully defibrillator protected.

8. Device must have dedicated circuitry that detects most implanted pacer spikes.

9. Device must display standard marker of pacer spike on ECG trace.

10. Device must have the following bandwidths: 0.67 - 20 Hz Limited mode, 0.67 – 40 Hz Monitor mode, .25 – 40 Hz Filtered Diagnostic mode and 0.05 – 150 Hz Diagnostic mode.

11. Device must have the following ECG sizes: 0.125, 0.25, 0.5, 1, 2, 4 cm/mV and auto-ranging.

12. Device must show heart rate on display.

13. Device must display a Heart Rate range between 30 - 300 bpm.

14. Device must contain heart rate alarms that are user selectable.

15. Heart rate alarms must have an on/off indicator displayed on monitor.

16. Heart rate alarms must be capable of providing the user with an auto-generated strip chart recording, visual message and audible tone when activated.

17. In AED Mode, the device must be able to use any of the following monitoring parameters: $EtCO_2$, SpO_2, SpCO, SpMet, 4-lead ECG and/or NIBP.

Electrodes

1. Device must utilize Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.

2. Electrodes must be available in sizes for adults and pediatrics.

3. The Multi-Function Electrodes must allow the user to pre-connect the electrodes without compromising shelf life.

4. Electrodes must include an accelerometer to enable CPR feedback and artifact filtering functionality.

5. Adult paddles must incorporate pediatric paddles.

Defibrillator

1. Device must utilize a high current, low energy rectilinear, constant current biphasic waveform.

2. Device must have the following energy selections available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150 and 200 joules.

3. Device must have clinical evidence of 95% or better conversion rate at 120J.

4. Device must have clinical evidence of >95% success on high impedance patients.

5. Device must meet current AHA specifications for biphasic defibrillation (<200J low energy, scientific data to support efficacy claims).

6. Device must allow provider the ability to adjust energy selection controls on device front panel or sternum paddle.

7. Device must be able to charge to 200 Joules in 7 seconds or less with a new fully charged battery.

8. Device must display energy selected and delivered on monitor display, strip chart recorder and code summary.

9. Device must have a defibrillator discharge button that illuminates when device is charged and ready to deliver shock.

10. Device must have synchronized cardioversion capability with "sync" message displayed on monitor.

11. Device must have charge controls on both the front panel of device, as well as, on apex paddle.

12. Device must have optional paddles that are external anterior/anterior adult and pediatric paddles.

13. Adult paddles must slide off paddle housing to expose pediatric paddles.

14. Device must contain a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles documented on strip chart recorder and internal memory.

15. Device must have a "Multi-function" therapy cable that is field replaceable.

16. Device must have a single "Multi-function cable" that operates both multi-function electrodes and external paddles.

17. Device must have a button to select patient mode and be indicated for use on adult, pediatric and neonatal patients.

Printer/Recorder

1. Device must utilize a thermal strip chart recorder.

2. Strip chart recorder must use 80mm paper width thermal recording paper.

3. Strip chart recorder must utilize a 6 second delay.

4. Device must have user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.

5. Strip chart recorder must be able to print four (4) leads simultaneously.

Pacemaker

1. Device must utilize a constant current 40 ms pace pulse width duration waveform.

2. Device must have a continuously variable current level.

3. Device must have a continuously variable pacing rate from 30 - 180 ppm.

4. Pacer parameters must be maintained when switching back to defibrillation or monitor mode.

5. The heart rate alarms must function in the pacing mode.

6. Device must be configurable for initial setting of pacing rate.

7. Device must display pacing rate and milliamps on display.

8. The pacer must continue to deliver life-saving therapy in the event an ECG lead falls off.

9. Device must be able to pace through multi-function or pacing electrodes.

Battery/Charging Systems

1. Device must be capable of using rechargeable lithium-ion batteries.

2. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 6 hours of continuous monitoring of ECG, SpO_2, CO_2, three Invasive Pressure channels, and two channels of Temperature, with NIBP measurements every 15 minutes and 10 200J shocks.

3. A new, fully charged lithium-ion batteries operating at room temperature must provide the following capacity: At least 3.5 hours of pacing with ECG, SpO_2, CO_2, three Invasive Pressure channels, and two channels of temperature, with NIBP measurements every 15 minutes and pacing at 180 ppm and 140mA.

4. A new, fully charged lithium-ion battery operating at room temperature must be capable of delivering 420 shocks at 200J.

5. The battery must be easy to change.

6. The device must offer battery option with a recharge time of 4 hours or less with the integral charger.

7. The device must provide a LOW BATTERY indicator which displays on the monitor.

8. The device must provide a Battery Management charger system capable of charging both sealed lead acid and lithium ion batteries.

9. The device must come with a Battery Management Software program for maintenance and conditioning of the batteries.

10. The AC charger must use a standard grounded cable to operate charging system in AC mode.

11. When plugged in, the AC charger must be able to recharge a depleted lithium ion battery, operate the device without a battery or batteries in device and simultaneously recharge battery and operate device.

12. The AC or charger shall be able to operate at total functionality while drawing power off of recommended vehicle inverters.

13. The battery support system must be capable of the simultaneous charging of 4 batteries at one time.

14. The battery support system must be capable of the simultaneous testing of up to 4 batteries at one time.

15. The battery support system must have an auto test feature that automatically tests charges and recalibrates batteries whenever a battery is installed in system.

AED Bid Specifications

Defibrillator

- The AED must have a high-resolution LCD screen
- Waveform: Device must utilizes a Rectilinear Biphasic waveform
- The device must display number of shocks on the screen
- The device must display a filtered ECG rhythm when the unit is in manual mode and CPR is being performed
- The AED must utilize a low energy rectilinear biphasic waveform
- The energy settings must be user configurable with a maximum energy setting of 200 joules and a minimum of 150 joules for ADULT victims
- The AED must invoke a specific pediatric algorithm when pediatric pads are attached, with a maximum setting of 85 joules and a minimum of 50 joules
- The defibrillator must have a metronome set at 100 beats/second to assist the rescuer with the rate of CPR compressions

Environmental

- The AED must meet water and particulate ingress ratings of IP55 per IEC 60529
- The AED must pass a 1.5 meter drop test per IEC 68-2-32
- Operating temperature: 0°C to 50°C
- Humidity: 10% to 95% relative humidity, noncondensing

Device Settings

- The AED must be capable of operating in semi-automatic and/or manual mode
- The device must be capable of voice recording from the time patient impedence is recognized
- The device must be able to transfer post-call data using USB or, wirelessly, through an infrared port
- The device must have intelligent pediatric capability via a pediatric energy algorithm
- The AED must be able to monitor a patient through a 3-Lead ECG cable, and have voice/text prompts for a low heart rate and/or a shockable rhythm
- In manual mode while CPR chest compressions are being performed the unit must have the ability to filter CPR artifact, displaying a filtered ECG rhythm
- Voice and visual prompts in the AED must be user configurable
- The AED will have at least 34 user configurable prompts
- Device CPR time setting is configurable in 30 second increments from 30 seconds to 180 seconds, and has the option of an extended (no set-time) CPR interval.
- Ability to configure device self-test interval from one to seven days.

Battery Options

- The AED must be capable of running on Sealed lead Acid, Lithium Manganese or Lithium Ion batteries
- The Sealed Lead Acid and Lithium Ion batteries are rechargeable or non-rechargeable
- The AED's battery shall be compatible and can be used with a professional manual defibrillator

Electrodes

- The AED must have the capability of monitoring a patient with a 3 lead patient cable through ECG electrodes
- The AED must offer the option of a pre-connected one-piece electrode for ease of application
- The electrode must be expandable to fit patients of various sizes
- The one-piece electrode must have a shelf-life of 5 years
- The one-piece electrode must offer an integrated CPR rate and depth sensor
- The AED must be also compatible with two piece electrodes allowing both AA and AP placement.
- The two piece electrodes MUST also offer an integrated CPR rate and depth sensor
- Ability to pre-connect electrode pads

Warranty

- The devices' outer housing MUST have a limited lifetime warranty
- Tech Support shall be provided at no charge for the life of the device
- The device shall have a 5 year warranty
- Shipping shall be provided be at no charge

Event Documentation

- The AED must have an internal memory capable of recording up to 5.8 hours of continuous information
- The internal memory must be configurable to record information for one to four patients
- The AED must offer the ability to download data via a built in IrDA port or through a removable USB key
- The AED must have voice recording capabilities
- The AED must include post-call review software at no charge

$_____

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages **to persons or** tangible **property** to the extent ~~caused by or resulting~~ arising **directly** from ~~or arising out of any~~ negligent **act or** omission on the part of Vendor or its employees, agents, **servants, owners, principals,** licensees, assigns or subcontractors of any tier (hereinafter **"Vendor"**) under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG) from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees ~~that are in any way incidental to or connected with, or that arise or are alleged to have arisen,~~ to the extent arising directly ~~or indirectly~~, **from** ~~or by~~ **Vendor's** performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of tangible property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and
(b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, ~~using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.~~

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. ~~LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.~~

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. ~~LFUCG~~ Vendor shall ~~be~~ provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. The General Liability Policy shall include a Products Liability endorsement unless deemed not to apply by LFUCG. A separate Products Liability Policy is acceptable provided limits meet LFUCG requirements.

e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK

MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

Commented [PC1]: ZOLL's Product Liability coverage is subject to a $200,000 deductible. We do not feel that items a-f are applicable and would request that this section be deleted

a. Latest audited financial statement, including auditor's notes.

b Any records of any self-insured trust fund plan or policy and related accounting statements.

c Actuarial funding reports or retained losses.

d Risk Management Manual or a description of the self-insurance and risk management program

e. A claim loss run summary for the previous five (5) years.

f. Self-Insured Associations will be considered.

Verification of Coverage

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

~~Right to Review, Audit and Inspect~~

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

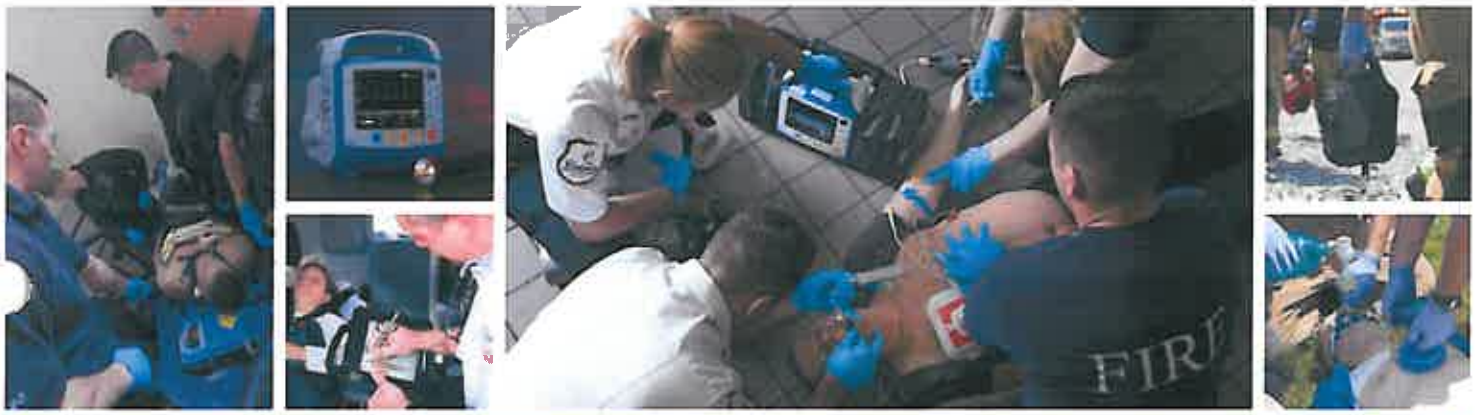
DEFAULT

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

00471584

ZOLL

Section III- ZOLL Quotations



ZOLL®

TO: Lexington Fayette Urban County Government

200 East Main Street, Room 338
Lexington, KY 40507
Attn: **Purchasing**

Tel: 859-258-3320

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

QUOTATION 247782 V:1

DATE: June 26, 2017

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6 5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550**	1	$37,275.00	$28,701 75	$28,701 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.

Page 1 Subtotal **$28,701.75**

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

Dione Amirkhan
EMS Territory Manager
502-419-6030

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QUOTATION 247782 V:1

DATE: June 26, 2017

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FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry **SP02 $1,795** • Signal Extraction Technology (SET) • Rainbow SET **NIBP Welch Allyn Includes: $3,495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2)** **Oridion Microstream Technology: $4,995** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	**SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)**	1	$295 00	$227.15	$227 15 *
3	8000-0294	**SpO2 LNCS Adult Reusable Sensor (1 each)**	1	$295.00	$227 15	$227 15 *
4	8000-0295	**SpO2 LNCS Pediatric Reusable Sensor (1 each)**	1	$350 00	$269.50	$269 50 *
5	8000-0580-01	**Six hour rechargeable Smart battery**	2	$495 00	$381 15	$762 30 *

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

Page 2 Subtotal **$30,187.85**

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Dione Amirkhan
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QUOTATION 247782 V:1

DATE: June 26, 2017

TERMS: Net 30 Days

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FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8000-002005-01	**Cable Sleeve, Propaq / X Series, ZOLL Blue**	1	$49.95	$38.46	$38.46	*
7	8000-000901-01	**ECG plain white paper- 80mm** (pack of 6 rolls)	1	$24.00	$18.48	$18.48	*
8	8778-0121	**5 Year Extended Warranty** (at time of equipment sale)	1	$4,290.00	$4,290.00	$4,290.00	
9	8778-0119	**5 Year, 1 Preventative Maintenance** (at time of equipment sale)	1	$1,150.00	$1,150.00	$1,150.00	
10	4001-9927	**ZOLL M-Series Biphasic w/Pacing (Includes CCT) Trade-In**	1		($1,800.00)	($1,800.00)	**

**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

*Reflects Discount Pricing.

TOTAL **$33,884.79**

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.

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Dione Amirkhan
EMS Territory Manager
502-419-6030

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

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

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

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

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

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

ZOLL®

TO: Lexington Fayette Urban County Government

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Attn: **Purchasing**

Tel: 859-258-3320

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FEDERAL ID#: 04-2711626

QUOTATION 247779 V:1

DATE: June 23, 2017

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-0220001-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package(Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen. **Accessories Included:** • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550** **Masimo Pulse Oximetry** **SP02 $1,795** • Signal Extraction Technology (SET) • Rainbow SET	1	$20,335 00	$15,657 95	$15,657 95 *

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Page 1 Subtotal **$15,657.95**

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2. PRICES QUOTED ARE VALID FOR ONE YEAR
3. APPLICABLE TAX AND SHIPPING & HANDLING ADDITIONAL
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Dione Amirkhan
EMS Territory Manager
502-419-6030

ZOLL®

TO: Lexington Fayette Urban County Government

200 East Main Street, Room 338
Lexington, KY 40507
Attn: **Purchasing**

email:
Tel: 859-258-3320

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

QUOTATION 247779 V:1

DATE: June 23, 2017

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
2	8000-0330	**SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors** (4 ft)	1	$295.00	$227.15	$227.15	*
3	8000-0294	**SpO2 LNCS Adult Reusable Sensor** (1 each)	1	$295.00	$227.15	$227.15	*
4	8000-0295	**SpO2 LNCS Pediatric Reusable Sensor** (1 each)	1	$350.00	$269.50	$269.50	*
5	8000-0580-01	**Six hour rechargeable Smart battery**	2	$495.00	$381.15	$762.30	*
6	8000-002005-01	**Cable Sleeve, Propaq / X Series, ZOLL Blue**	1	$49.95	$38.46	$38.46	*
7	8000-000901-01	**ECG plain white paper- 80mm** (pack of 6 rolls)	1	$24.00	$18.48	$18.48	*
8	8778-0121	**5 Year Extended Warranty** (at time of equipment sale)	1	$4,290.00	$4,290.00	$4,290.00	
9	8778-0119	**5 Year, 1 Preventative Maintenance** (at time of equipment sale)	1	$1,150.00	$1,150.00	$1,150.00	
10	4001-9927	**ZOLL M-Series Biphasic w/Pacing (Includes CCT) Trade-In**	1		($1,800.00)	($1,800.00)	**

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Page 2 Subtotal **$20,840.99**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis *Reflects Discount Pricing.				

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TOTAL **$20,840.99**

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ZOLL QUOTATION GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

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

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

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

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

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

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	9011020049999 1010	**AED Pro Semi-Auto/Manual.** Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, **five year factory warranty, limited lifetime outer housing warranty.**	1	$3,795.00	$2,795.00	$2,795.00	*
2	8019-0535-01	**SurePower™ Rechargeable Lithium Ion Battery Pack** • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance	1	$475.00	$380.00	$380.00	*
3	8000-0838	**AED Pro ECG Cable AAMI**	1	$160.00	$128.00	$128.00	*
4	8778-7770	**AED Plus and Pro Preventative Maintenance Program,** 1 Year (at time of equipment sale)	1	$175.00	$175.00	$175.00	

*Reflects Discount Pricing.

TOTAL $3,478.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

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

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

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

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

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

ZOLL Medical Corporation

ZOLL®

TO: Lexington Fayette Urban County Government

200 East Main Street, Room 338
Lexington, KY 40507
Attn: **Purchasing**

Tel: 859-258-3320

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

QUOTATION 247789 V:1

DATE: June 26, 2017

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

Invitation to Bid# 87-2017- Monitor Defibrillator due June 28, 2017 at 2:00p.m.

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	8300-0500-01	SurePower 4 Bay Charging System Including 4 Battery Charging adapters	1	$2,583 00	$1,988 91	$1,988 91 *
2	8200-000100-01	Single Bay Charger for tthe SurePower and SurePower II batteries	1	$945 00	$727 65	$727 65 *
		*Reflects Discount Pricing.				

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.

TOTAL **$2,716.56**

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

Dione Amirkhan
EMS Territory Manager
502-419-6030

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

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

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

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

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

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ZOLL









Price List

ZOLL Medical Corporation

Prepared For:

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

Accessories

Batteries

Li-Ion - Lithium Ion

			List Price	Your Price
8000-0580-01	Six Hour Rechargeable SurePower II Smart Battery (Six Hour Rechargeable Smart Battery)	PROPAQMD|XSERIES	495.00	381.15
8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack	RSERIES	475.00	380.00

Metal Batteries

8000-0860-01	AED Pro Non-Rechargeable Lithium Battery Pack	AED_PRO	160.00	123.20

Cables and Connectors

Connectors

8000-0370	CPR Connector	XSERIES	265.00	204.05

Miscellaneous

8000-0804-01	Defibrillator Analyzer Adapter Cable - Connects AED Plus to Defibrillator Analyzer	AED_PRO	105.00	80.85
8300-0783	Multifunction Therapy Cable - Allows use of Disposable Multifunction Electrodes and ZOLL External and Internal Paddles	XSERIES	298.00	229.46

Cases and Pouches

Carrying Cases

8000-000404-01	CARRY CASE, REAR BAG, X SERIES	XSERIES	25.00	19.25
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	XSERIES	12.00	9.24
8000-002005-01	Cable Sleeve, Royal Blue	PROPAQMD|XSERIES	49.95	38.46
8000-0810-01	AED PRO Soft Carry Case	AED_PRO	105.00	80.85
8000-0832-01	AED PRO Molded Vinyl Carry Case with Spare Battery Compartment	AED_PRO	165.00	127.05
8000-0875-32	AED Pro Hard Case with Foam Cut-Outs	AED_PRO	229.00	210.00
8000-0914	Shoulder Strap (Roll Cage)	ESERIES|MSERIES|RSERIES|XSERIES	35.00	26.95
8707-000502-01	X Series Carry Case	XSERIES	495.00	381.15

Chargers and Power Supplies

Miscellaneous

8000-000903-01	Power Extension Cable	XSERIES	112.00	86.24
8300-000006	DC Auxiliary Power Supply	ESERIES|MSERIES|RSERIES|XSERIES	1,512.00	1,164.24

SurePower

8200-000100-01	SurePower Single Bay Charger	ESERIES|MSERIES|RSERIES|XSERIES	945.00	727.65
8300-0004	Replacement AC Power Adapter / Charger, 120 - 240 Vac, 50, 60 400 Hz	PROPAQM|PROPAQMD SERIES	445.00	342.65
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	ESERIES|MSERIES|RSERIES|XSERIES	295.00	227.15
8300-0500-01	SurePower 4 Bay Charging System Including 4 Propaq MD Battery Charging Adapters	ESERIES|MSERIES|RSERIES|XSERIES	2,583.00	1,988.91

Data Communication

Accessories

Data Communication

Data Communication

			List Price	Your Price
8000-000471-01	Multi-Tech USB Cellular Modem, GSM, 12-Lead ECG Transmission From the X Series to ZOLL Online RescueNet 12-Lead - US	XSERIES	595.00	458.15
8000-000874	Ethernet Adapter	PROPAQMD|XSERIES	980.00	754.60
8000-0815	USB IRDA Adapter (Not Recommended for use On Windows 98)	AED_PLUS|AED_PRO	105.00	80.85
8000-0816	RS232 IRDA Adapter (Recommended for Windows 98)	AED_PLUS|AED_PRO	105.00	80.85
8707-000500-01	USB Extension Cable	XSERIES	35.00	26.95

ECG Cables

12 Lead

8300-000827-01	X Series V-Pak Adapter Cable	XSERIES	265.00	204.05
8300-0802-01	12-Lead One Step ECG Cable - AAMI Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	PROPAQMD|XSERIES	325.00	250.25
8300-0804-01	V Lead Patient Cable for 12 Lead ECG(Replacement Precordial 6 Lead Cable - AAMI)	PROPAQMD|XSERIES	295.00	227.15

3 Lead

8300-0800-01	3-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD|XSERIES	125.00	96.25

4 Lead

8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	PROPAQMD|XSERIES	295.00	227.15

5 Lead

8300-0801-01	5-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD|XSERIES	175.00	134.75

Miscellaneous

8000-0838	AED PRO ECG Cable AAMI	AED_PRO	160.00	128.00

Multi-Function Defibs

External Paddles

8000-0053	Defibrillator Gel - 12 Tubes	ESERIES|MSERIES|RSERIES|XSERIES	75.00	57.75

NIBP

Cuffs

8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	PROPAQMD|XSERIES	157.50	121.28
8300-0002-01	Dual Lumen NIBP 10 Foot Hose	PROPAQMD|XSERIES	125.00	96.25
8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT	PROPAQMD|XSERIES	125.00	96.25
8300-0796-01	Infant/Neonate, 8 Foot Single Lumen NIBP Hose, with Female Luer Cuff Connector	PROPAQMD|XSERIES	65.00	50.05
REUSE-07-2MQ	Infant Cuff, 9 -13 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43

Accessories

NIBP

Cuffs

			List Price	Your Price
REUSE-10-2MQ	Small Adult Cuff, 20 - 26 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-11L-2MQ	Adult Long Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-12-1MQ	Large Adult Cuff, 32 - 43 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-12L-2MQ	Large Adult Long Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	40.43
REUSE-13-2MQ	Adult Thigh Cuff, 40 - 55 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD|XSERIES	52.50	42.00

Software

Software

8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	AED_PRO	27.00	20.79

SPO2 Cables and Sensors

Cables

8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 4ft (Red 4' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	295.00	227.15
8000-0331	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 10ft (Red 10' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	345.00	265.65
8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	345.00	265.65
8000-0333	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	395.00	304.15
8000-0334	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 2ft (Red 12' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	595.00	458.15
8000-0335	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	645.00	496.65

Cable-Sensor Combinations

8000-0377	SpO2 Rainbow DBI-DC8 Reusable Patient Cable / Sensor, 8ft	XSERIES	925.00	712.25

Sensors

8000-0294	SpO2 LNCS Adult Reusable Sensor, 1 each	ESERIES|MSERIES|RSERIES|XSERIES|VENT	295.00	227.15
8000-0295	SpO2 LNCS Pediatric Reusable Sensor, 1 each	ESERIES|MSERIES|RSERIES|XSERIES|VENT	350.00	269.50
8000-0379	SpO2 LNCS DBI LNCS Reusable Sensor, 3ft	ESERIES|MSERIES|RSERIES|XSERIES	335.00	257.95

Training

Manikin

8000-0834-01	AED Demo Kit. Includes Carry Bag, Manikin Torso with Head and One CPR-D Demo Pad.	AED_PLUS|AED_PRO	399.00	307.23

Accessories

Training

Manikin

			List Price	Your Price
8000-0835-01	AED Plus Demo Manikin. Includes Manikin Torso with Velcro Strips Attached and a Separate Head with HardWarranty for Attachment(AED Plus, Pro, R Series and M Series Manikin)	AED_PLUS|AED_PRO	199.00	153.23

Miscellaneous

8000-000925	ZOLL AED Simulator	AED_PLUS|AED_PRO	290.00	223.30
8000-0684	12-Lead ECG Simulator with IBP Channel	PROPAQMD|XSERIES	1,385.00	1,066.45
8000-0829-01	AED PRO Simulator	AED_PRO	345.00	265.65
8009-0751-01	See-Thru CPR Simulator	RSERIES|XSERIES	495.00	381.15
8012-0206	12-Lead ECG Simulator	XSERIES	1,065.00	820.05
8900-0804-01	CPR-D-padz Training Electrodes (To Be Used with Trainer Only)– with Reusable, 1 pair, 12 Month Shelf Life	AED_PLUS|AED_PRO	90.00	69.30

Consumables

ECG Cables

Electrodes

8900-0004	ECG Liquid Gel Electrodes, 4 ECG Electrodes/Pouch (480 Electrodes =120 Pouches), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	96.00	73.92
8900-0006	ECG Liquid Gel Electrodes, 6 ECG Electrodes/Pouch (600 Electrodes = 100 Pouches), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	120.00	92.40
8900-0700	30 Pouch Rectangle Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	120.00	92.40
8900-0701	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 1.5" Diameter), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	120.00	92.40
8900-0703	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 2" Diameter), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	120.00	92.40
8900-0704	30 Pouch Radiolucent ECG Electrodes (300 Electrodes, 1.5" Diameter), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	60.00	46.20
8900-0706	30 Pouch Square Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	120.00	92.40
8900-0709	4 Pouch Pediatric ECG Electrodes (480 Electrodes), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	115.00	88.55
8900-1003-01	Pediatric ECG Electrodes/3 Per Pouch (300 Electrodes), 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	68.00	52.36
8900-1300-01	V-pak Pre-Connected V Lead Electrodes for 12 Lead (40 Pouches / Case), 15 Month Shelf Life	XSERIES	340.00	261.80

ETCO2 Cables and Sensors

ETCO2 - SideStream

8300-0520-01	Oridion Filterline Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	PROPAQMD|XSERIES	275.00	211.75
8300-0521-01	Oridion Filterline H Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	PROPAQMD|XSERIES	450.00	346.50
8300-0522-01	Oridion Filterline H Set, For Intubated Patients, Infant/Neonatal, EMS, Case of 25	PROPAQMD|XSERIES	450.00	346.50
8300-0523-01	Oridion Vitaline H Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	PROPAQMD|XSERIES	685.00	527.45
8300-0524-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Adult, EMS, Case of 25	PROPAQMD|XSERIES	355.00	273.35
8300-0525-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Pediatric, EMS, Case of 25	PROPAQMD|XSERIES	395.00	304.15

Consumables

Multi-Function Electrodes

CPR Stat-Padz

			List Price	Your Price
8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes, 8 Prs/Cs (24 Mo Shelf Life)	ESERIES|MSERIES|RSERIES|XSERIES	560.00	431.20
8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes, 1 Ea (24 Mo Shelf Life)	ESERIES|MSERIES|RSERIES|XSERIES	75.00	57.75

CPR-D

8900-0800-01	CPRD-padz One Piece Defibrillation and CPR System Adult Electrode(CPR-D-padz One Piece Electrode Pad with Real CPR Help . Supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe. 1 EA, Five (5) Year Shelf-Life.)	AED_PLUS|AED_PRO	169.00	130.13
8900-0807-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Each.	AED_PLUS|AED_PRO	19.00	14.63
8900-0808-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Case of 50 Each.	AED_PLUS|AED_PRO	800.00	616.00
8900-0809-01	Replacement CPR-D Demo Pads. Includes A Pair of CPR-D Replacement Electrode Pads with Tabbed Pull-Away Gel Covers Without the CPR Sensor Assembly. Can Be Used to Replace Worn or Frayed Pads From Complete CPR-D Demo Pad.	AED_PLUS|AED_PRO	40.00	30.80
8900-5007	CPR-D Demo Pad (To Be Used with Clinical Unit Only). Includes One CPR-D Demo Pad (With Velcro Strips for Attachment to Manikin) and Y-Cable with Intelligent CPR Sensor and Connector for Simulator	AED_PLUS|AED_PRO	125.00	96.25

Pedi-Padz

8900-2061	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 1 Pair, 12 Month Shelf Life.	ESERIES|MSERIES|RSERIES|XSERIES	60.00	46.20
8900-2065	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 6 Pairs per Case, 12 Month Shelf Life.	ESERIES|MSERIES|RSERIES|XSERIES	249.00	191.73
8900-3000-01	Pedi-padz Solid Gel Multi-Function Electrodes, 6 Pairs per Case, 24 Month Shelf Life.	ESERIES|MSERIES|RSERIES|XSERIES	249.00	191.73
8900-3001-01	Pedi-padz Solid Gel Multi-Function Electrodes, 1 pair, 24 Month Shelf Life.	ESERIES|MSERIES|RSERIES|XSERIES	60.00	46.20

Pedi-Padz II

8900-0810-01	Pedi-padz II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. the AED Recognizes When Pedi-padz II Are Connected and Automatically Proceeds with A Pediatric ECG and Adjusts Energy to Pediatric Levels. 1 Pair, 24 Month Shelf Life.	AED_PRO|ESERIES|MSERIES|RSERIES|XSERIES	95.00	73.15

Stat-Padz

8900-4003	Stat-padz HVP Multi-Function Electrodes, 2 Pair per Case, 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	479.00	368.83
8900-4004	Stat-padz HVP Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	ESERIES|MSERIES|RSERIES|XSERIES	55.00	42.35

Stat-Padz II

8900-0801-01	Stat-padz II Adult Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	AED_PRO|ESERIES|MSERIES|RSERIES|XSERIES	59.00	45.43
8900-0802-01	Stat-padz II HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	AED_PRO|ESERIES|MSERIES|RSERIES|XSERIES	499.00	384.23

NIBP

Consumables

NIBP

Cuffs

			List Price	Your Price
8000-0640	Neonatal Disposable Cuffs Size 1, 3 - 6 cm, Case of 10	XSERIES	90.00	69.30
8000-0641	Neonatal Disposable Cuffs Size 2, 4 - 8 cm, Case of 10	XSERIES	95.00	73.15
8000-0642	Neonatal Disposable Cuffs Size 3, 6 - 11 cm, Case of 10	ESERIES|MSERIES|RSERIES|XSERIES	100.00	77.00
8000-0643	Neonatal Disposable Cuffs Size 4, 7 -13 cm, Case of 10	ESERIES|MSERIES|RSERIES|XSERIES	105.00	80.85
8000-0644	Neonatal Disposable Cuffs Size 5 , 8 - 15 cm, Case of 10	ESERIES|MSERIES|RSERIES|XSERIES	110.00	84.70
8300-0797-01	Neonatal Cuff Kit, One Each of Sizes #1 - #5, Single Tube with Male Luer Connector	ESERIES|MSERIES|RSERIES|XSERIES	299.00	230.23
SOFT-07-2MQ	Disposable Cuff, Soft Infant, 2-Tube, Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	175.00	134.75
SOFT-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	175.00	134.75
SOFT-10-2MQ	Small Adult Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	195.00	150.15
SOFT-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	195 00	150.15
SOFT-11L-2MQ	Adult Long Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	225.00	173.25
SOFT-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	195.00	150.15
SOFT-12L-2MQ	Large Adult Long, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	225.00	173.25
SOFT-13-2MQ	Adult Thigh Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES|MSERIES|XSERIES	265.00	204.05

Paper

Recorder Paper

8000-000901-01	ECG Plain White Paper - 80 mm, Case of 6 Rolls	XSERIES	24.00	18.48
8000-000910-01	Thermal Paper with Grid - 80 mm, Case of 6 Rolls	XSERIES	24.00	18.48

SPO2 Cables and Sensors

Sensors

8000-000456	Masimo Single Patent Ear Sensor, LNCS E1	XSERIES	425.00	327.25
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1	XSERIES	425.00	327.25
8000-0320	SpO2 LNCS Disposable Adult Sensors, Case of 20	ESERIES|MSERIES|RSERIES|XSERIES|VENT	325.00	250 25
8000-0321	SpO2 LNCS Disposable Pediatric Sensors, Case of 20	ESERIES|MSERIES|RSERIES|XSERIES|VENT	375 00	288.75
8000-0322	SpO2 LNCS Disposable Infant Sensors, Case of 20	ESERIES|MSERIES|RSERIES|XSERIES|VENT	445.00	342.65
8000-0323	SpO2 LNCS Disposable Neonatal Sensors, Case of 20	ESERIES|MSERIES|RSERIES|XSERIES	445.00	342.65
8000-0324	SpO2 LNCS Disposable Preterm Neonatal Sensors, Case of 20	ESERIES|MSERIES|RSERIES|XSERIES	495.00	381.15

Training

Electrodes

8900-0190	Training CPR Stat-padz. Includes One Training Cable with CPR Sensor, Y Connector for Simulator Connection, and One Pair of Replacement Training Electrodes.	ESERIES|MSERIES|RSERIES|XSERIES	99.00	76.23

Consumables

Training

Electrodes

			List Price	Your Price
8900-0195	Replacement Training Electrodes (CPR Stat-padz Case of 8). Includes 8 Pairs (Sternum and Apex Pad) of Replacement Electrodes for Training CPR Stat-padz.	ESERIES|MSERIES|RSERIES|XSERIES	79.00	60.83

Miscellaneous

			List Price	Your Price
8900-0803-01	Replacement Adhesive Gels for CPR-D-padz - Training Electrode Replacements, 5 Pair/case. 12 month shelf life	AED_PLUS|AED_PRO	39.00	30.03

ZOLL

Section IV- ZOLL Warranty & Technical Support 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.

AED PLUS & AED PRO FIVE YEAR LIMITED PRODUCT WARRANTY

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. 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 five-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 PASS cover and electrodes) shall be warranted for ninety (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 foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

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 OF "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 is unenforceable or against public policy under any applicable statute or rule of law.

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 party 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.

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

Outside the coverage identified above, Technical Support is available to all ZOLL Customers on an emergency basis 7 days a week. Emergency Support is available by calling **1-800-348-9011**.

Service Loaners

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

Repairs

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

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

Rental Equipment

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

Non Warranty Return for Service

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, a Minimum Service Charge will be applied to any device that is not covered under warranty; the fee varies based on product.

All repaired products go through an integral recertification process prior to being returned to you. This includes devices that undergo a repair or an evaluation which determines that a repair is not required, as the evaluation may include disassembly of the product. This process recertifies your device for Clinical use.

A Recertification Fee will be applied to any evaluation/repair of a device that is not covered under warranty. If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor, recertification and shipping. If you choose to decline the repair, the Minimum Service Charge plus shipping will apply.

Hourly Labor Rates

Our current Depot Repair Rate is $150 per hour. This rate is subject to change April 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.

Guaranteed Parts Availability

ZOLL guarantees parts for seven (7) years from date of shipment of the device.

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.