

BILL NO.: 4502

ORDINANCE NO.: \_\_\_\_\_

Introduced by: Council Present

**AN ORDINANCE OF THE CITY OF BERKELEY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR EMS CARDIAC MONITORS**

Now, Therefore, Be it Ordained by the City Council of the City of Berkeley, Missouri, as follows:

**Section 1** The Mayor is hereby authorized to execute the attached ZOLL Medical Corporation agreement to purchase EMS Cardiac Monitors and supplies.

**Section 2** The attached agreement is hereby incorporated herein and made a part of this ordinance, as if fully set out herein.

**Section 3** This Ordinance shall be in full force and effect from and after the date of its passage.

1<sup>st</sup> Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2016

2<sup>nd</sup> Reading this \_\_\_\_\_ day of \_\_\_\_\_ 2016

3<sup>rd</sup> Reading, PASSED and APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_\_  
Theodore Hoskins, Mayor

ATTEST:

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved As To Form:  
Donnell Smith, City Attorney

Final Roll Call:

Mayor Hoskins	Aye	Nay	Absent	Abstain
Councilwoman Hoskins	Aye	Nay	Absent	Abstain
Councilwoman Kirkland	Aye	Nay	Absent	Abstain
Councilwoman Mathison	Aye	Nay	Absent	Abstain
Councilman-at-Large McDaniel	Aye	Nay	Absent	Abstain
Councilwoman Mitchell	Aye	Nay	Absent	Abstain
Councilwoman Williams	Aye	Nay	Absent	Abstain

## MEMORANDUM

**TO:** Honorable Mayor Theodore Hoskins &  
Honorable City Council Members

**FROM:** Chief James Linhardt, Berkeley Fire Department

**DATE:** November 1, 2016

**SUBJECT:** New Cardiac Monitors

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**Recommendation:** The Fire Department has reviewed all aspects contained in the bids obtained from two leading EMS cardiac monitor companies. In total two bids were received from the following vendors: (Zoll and Phillips).

Prior to the bid process, a vendor from three different monitor companies visited the fire department on each shift and had the opportunity to present and demonstrate their respective monitor. An overwhelming majority of fire personnel that participated in the demonstrations recommended purchasing the Zoll Monitors. The remaining members who did not choose Zoll recommended the Lifepak, but these monitors are traditionally more expensive and the representative for Lifepak did not submit a bid to the city for consideration.

The Zoll bid came in the higher of the two bids, exceeding the lowest bid received by approximately seven thousand eight hundred dollars. The lowest bid received was from Phillips. Phillips did not meet the entire specifications set forth by the fire department. The Phillips bid took exception to the Masimo pulse oximetry that was specified by the fire department and replaced it with inferior proprietary technology and sensors. Additionally the Phillips monitor does not allow the fire department the opportunity to measure CO levels in the blood non-invasively. The Zoll monitor can be upgraded with this technology later if desired.

Fire department personnel reached out to surrounding agencies that either reviewed or are current users of the Phillips monitors. Through our research the agencies that did have the Phillips monitors conveyed it was not their first choice when the various monitors were evaluated and they have experienced problems or issues with EKG lead recognition, pulse oximetry and the monitor-computer software interfaces. In one case, one agency had Zoll monitors, switched to

Philips because they were the low bidder, and then sent all the Phillips monitors back due to unresolved issues and elected to go back to Zoll. It should also be noted the City of St. Louis EMS division recently elected to go with Zoll monitors after an extensive in-field trial.

Finally, the fire department currently uses older models of the Zoll cardiac monitors. These monitors have provided ten years of reliable service, with only routine maintenance done to the monitors and related components. Fire department personnel are familiar with the features and operation of Zoll technology, this will facilitate a quicker in-service time once the monitors are received with only minimal training on the new features needed. Operationally, the Zoll monitor is half the size and also lighter than the Phillips monitor. The Zoll monitor also can be operated in an AED mode and used on children by basic life support providers. Several of the features and benefits available to the department by electing to go with the Zoll monitors cannot be matched by the low bid monitor that was submitted. Finally, Zoll was the only vendor to offer a trade-in allowance for our current monitors and different financing options.

**Background:** The City of Berkeley fire department solicited bids for new cardiac monitors. The purpose of the bid was to obtain two (2) new cardiac monitors. These new monitors will replace the existing Zoll monitors that have been in service for ten years, are two generations of cardiac monitor technology old and are nearing the end of their expected life span.

The fire department has the legal right to specify the equipment listed in the bid documents based on the following:

The Fire Department (for the remainder of this section referred to as the "specifier") chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court's affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states: 1) That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he/she has the right to do so and enforce it. 2) Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal". 3)

That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification. 4) Finally, that the courts concluded “the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project”. The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of fire apparatus and equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department’s needs.

**Supporting Documents:** See attached bids.

**Potential Objection:** None foreseen as adequate funds are available in the fire department equipment line item.

**Staff Reference:** If you have any questions please feel free to contact me at (314) 400.3600 or email [Linhardt@ci.berkeley.mo.us](mailto:Linhardt@ci.berkeley.mo.us) or Battalion Chief John Tucker at (314) 400.3602 or email [Tucker@ci.berkeley.mo.us](mailto:Tucker@ci.berkeley.mo.us)

City of Berkeley

**REQUEST FOR  
PROPOSALS  
CARDIAC MONITORS RFP  
2016-856**

The City of Berkeley is soliciting sealed proposals from qualified vendors to provide Cardiac Monitors to the City of Berkeley's Fire Department. Sealed proposals are due by **10:00 AM, October 31, 2016**. Sealed proposals should be hand carried or delivered by traceable means to the City of Berkeley, City Clerk's Office at 8425 Airport Rd, Berkeley MO 63134. All proposals should be clearly marked "**RFP 2016-856 Cardiac Monitors.**" Proposals must address all the issues reflected in the attached requirements document/questionnaire and the proposal price summary attachment to be considered responsive.

The pricing data reflected in your proposal must be good through December 31st, 2016.

The City of Berkeley reserves the right to accept or reject any or all proposals received as a result of this request for proposals or to negotiate with all qualified offerors, or to cancel in part or in its entirety this request for proposals if it is in the City of Berkeley's best interest to do so.

This solicitation does not commit the City of Berkeley to award a contract or to pay for any costs incurred in the preparation of your proposal or to procure or contract for any goods or services.

Your proposal must be signed by an official of your company authorized to commit to and enter into a formal contract for goods and services.

The City of Berkeley does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods and services.

**SPECIAL INSTRUCTIONS TO OFFERORS:**

**Purpose of RFP**

This request solicits proposals to furnish the City of Berkeley hereinafter referred to as "the City of Berkeley," with Cardiac Monitors for use by the Fire Department.

It is the City of Berkeley's intent to select the most qualified solution based on an evaluation of the proposals utilizing the following selection criteria:

- Total cost of monitor
- Ability of your company to meet our requirements
- Quality of product with referenced clients of similar size and scope

#### Information about the City of Berkeley.

City of Berkeley is an inner-ring suburb of St. Louis, located in St. Louis County, Missouri, United States

The City of Berkeley  
8425 Airport Road  
Berkeley MO 63134

#### Scope of the Proposed Project

This RFP addresses all of the operational requirements for a permitting, licensing software system. This RFP does not include the hardware or operating system software as that will be purchased separately under existing City of Berkeley contracts. In your proposal you should provide your recommendation for the hardware necessary to operate your software that is in accordance with the network environment outlined in paragraphs 4.11 and 4.12 of this RFP.

#### ADMINISTRATIVE AND CONTRACTUAL INFORMATION

##### Inquiries

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, technical operation environment, or other fiscal/administrative concerns shall be direct to:

The City of Berkeley  
Chief James Linhardt  
8425 Airport Rd  
Berkeley MO 63134

##### RFP Specifications

This RFP is intended to describe the City of Berkeley's requirements and provide a response format in sufficient detail to secure comparable proposals.

##### Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the vendor, must be included in the proposal.

##### Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of the City of Berkeley unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

### **Vendor's Proposals**

Vendors must submit a sealed response to this RFP in writing. The vendor's proposal must follow the format provided in Section 4 of this document. Any proposals that do not follow the format outlined in this RFP will be deemed non-responsive. Each proposal must be submitted with one (1) original and four (4) copies.

### **Economy of Preparation**

Proposals should be prepared simply and economically. They should provide a straight forward and concise description of the capabilities of the software proposed. Emphasis should be placed on clarity and content. All of the questions in the requirements sections of this RFP must be completed in their entirety. Any proposal that fails to respond to all the questions will be deemed non-responsive.

### **Conditions of Agreement**

The City of Berkeley desires to contract with a single vendor for all permitting, licensing software, software maintenance, installation, conversion, and support. The City of Berkeley will select the proposal that in its opinion is best suited to meet the requirements of the City of Berkeley. All evaluations will be reviewed utilizing the selection criteria published in this document.

The successful vendor will be expected to enter into contract negotiations with the City of Berkeley that will result in a final firm fixed price for the software and all associated support.

### **Response Date**

Sealed proposals to be considered must arrive at City Hall on or before **October 31, 2016 at 10:00am.**

Proposals not received by the City of Berkeley by proposal closing time will be returned, after receipt, unopened to the vendor

## **RFP EVALUATION PROCESS**

### **Review of Proposals**

The review of submitted proposals will occur as soon as practical following date they are due. The review process will involve evaluating all proposals for completeness, conformity, clarity, and compliance to the RFP requirements. Proposals not meeting minimum requirements will be considered non-responsive and excluded from further consideration.

## REQUIREMENTS FOR THE PROPOSED MONITORS

# Cardiac Monitor Bid Specifications

### I General:

- 1.1 The unit must be combination pacemaker/defibrillator/monitor/AED with pacing, SpO<sub>2</sub>, ETCO<sub>2</sub>, and 12-lead diagnostic interpretation.
- 1.2 The unit must allow operator to both configure and test the device.
- 1.3 The unit shall have a warranty on all parts and labor for a period of at least 1 year.
- 1.4 The unit shall be capable of hands-free defibrillation.
- 1.5 The unit shall be less than 15 pounds including AC power.
- 1.6 The unit must have high impact drop test durability.
- 1.7 The operator must be able to observe the monitoring screen from all angles.

### II Power

- 2.1 Unit must utilize rechargeable sealed battery pack and AC power adapter.
- 2.2 Unit must be able to charge battery while operating under AC Power.
- 2.3 New battery pack must produce at least 2 hours of monitoring time.
- 2.4 Device must offer a low battery indicator or warning.
- 2.5 Each unit shall come equipped with 3 rechargeable batteries.
- 2.6 Each unit shall come with stand-alone battery station to charge and re-condition batteries.

### III Monitor/Pacemaker

- 3.1 Device must be able to use 1 set of multifunction electrodes for pacing, defibrillating, and monitoring. Rate and current defaults configurable by user.
- 3.2 Unit must have built in code markers for intervention administration.
- 3.4 Pacemaker pulse must be constant current.
- 3.5 Device must have dedicated circuitry to detect most implanted pacemaker spikes and provide a display marker of spike.

#### **IV Printer/Code Summary**

- 4.1 Ability to store and retrieve all critical events of any particular code.
- 4.2 Unit must be able to store multiple codes for more than 1 day.
- 4.3 Must use thermal recorder paper for easy access /installation.

#### **V SpO2 Monitoring**

- 5.1 Unit must be capable of monitoring SpO2, utilizing Masimo technology.
- 5.2 Unit must be able to acquire accurate SpO2 measurement during high motion, low perfusion, and high ambient light.
- 5.3 Must have multiple size sensors for all ages and sizes.

#### **VI 12-Lead Monitoring**

- 6.1 Unit must be capable of 12 simultaneous acquired ECG leads.
- 6.2 Unit must have diagnostic interpretive 12-lead analysis program.
- 6.3 Transmission of compressed ECG to receiving hospital.
- 6.4 Unit must have ability to preprogram fax numbers for multiple receiving hospitals.
- 6.5 Unit must allow operator to input patient information (name, age, gender).

#### **VII ETCO2**

- 7.1 Unit must offer continuous End-Tidal Carbon Dioxide option with ability to measure both the ETCO2 and respiratory rate.
- 7.2 Unit must display a capnogram waveform as well as numeric value in mmHg.
- 7.3 Unit must be operational for both intubated and non-intubated patients.
- 7.4 End Tidal CO2 accuracy should be 0-40mmHg +/- 2 mmHg, 41-70 mmHg +/- 5%, 71-100mmHg +/- 8%

## **VIII Miscellaneous**

- 8.1 Each unit shall include all necessary cables and leads.
- 8.2 Each unit shall come equipped with heavy duty rugged carry case
- 8.3 Each unit shall come equipped with operating manual.
- 8.4 Each unit shall come equipped with Small adult, Large adult and Thigh Cuffs
- 8.5 Bid price is to reflect net price including trade in of (2) Zoll M-Series monitors

The above specifications shall be strictly adhered to. Exceptions may be allowed if they are listed and fully explained on a separate page titled "Exceptions To Specifications". The exceptions shall refer to the page number, and item number. This combination monitor/defibrillator/non-invasive pacemaker shall be FDA approved with published clinical studies to verify performance standards.

We reserve the right to accept or reject any and all bids without liability. The department is not bound to purchase lowest bid, we reserve the right to purchase what we feel offers the best value and best clinical needs of our community.

**FOR CARDIAC MONITOR  
CITY OF BERKELEY, MISSOURI**

**BID SUBMITTAL COVER SHEET**

Project no. "RFP 856 "Cardiac Monitors"

Proposal has: ZOLL Medical Corporation (HEREINAFTER CALLED "BIDDER ")

TO: The City of Berkeley, 8425 Airport Road, Berkeley, MO. 63134

The bidder, in compliance with your invitation for bid "RFP 856 Cardiac Monitors" for having examined the specifications with related documents and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor,, hereby proposes to furnish all equipment, tools, labor, materials, and supplies, and whatever else is needed to complete the project in accordance with the specifications, within the time set forth therein, and at the prices stated on the below:

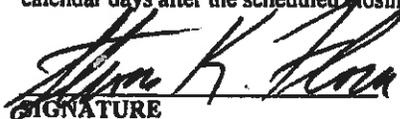
ITEM NO.	DESCRIPTION	UNIT PRICE
Monitor Part# 601-2221011-01 plus 1. additional accessories and trade-in equipment from ZOLL quote 228487 VI.	Cardiac Monitor including all features and equipment as specified in the bid specifications to reflect any trade in value for 2 Zoll M-Series Monitors	\$28,150.00 each

The above unit price shall include all labor, materials.

The bidder shall supply 4 (Four) copies of the "RFP 856 Cardiac Monitors" for our review and decision.

Bidder understands that the owner reserves the right to reject any or all bids, or any combination thereof, and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 (Ninety) calendar days after the scheduled closing time for receiving bids.

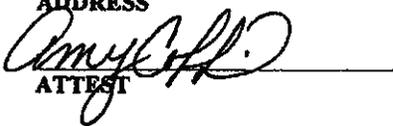
  
SIGNATURE

October 24, 2016

DATE

269 Mill Road, Chelmsford, MA 01824

ADDRESS

  
ATTEST

**AFFIRMATIVE ACTION STATEMENT**

**THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.



\_\_\_\_\_  
Signed

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Position

\_\_\_\_\_  
October 24, 2016

\_\_\_\_\_  
Date

**Note: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2016)**

### Affirmative Action/Prime Vendor Questionnaire

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your Affirmative Action Plan.

ZOLL Medical Corporation

1. Name and address of your organization: 269 Mill Road, Chelmsford, MA 01824
2. Name and position of person completing this report Amy Coffin, Bids & Proposals Coordinator
3. We do not wish to be on your prime vendor list and are returning this form incomplete:  
\_\_\_\_\_
4. Do you consider your organization to be an Equal Employment Opportunity Employer?  
Yes  No \_\_\_\_\_
5. Are you part of or a division of a larger parent organization?  If Yes, please give parent organization name and home office address  
Asahi Kasei  
1-105 Kanda Jinbocho, Chiyoda-ku, Tokyo 101-8101, Japan
6. How many employees were on the payroll last pay period?  
Full Time 941 Part Time 19
7. How many women were on the payroll? Full Time 301 Part Time 15
8. How many minorities were on the payroll?  
Full Time Male Minority employees: 141  
Full Time Female Minority employees: 77  
Part Time Male Minority employees: 1  
Part Time Female Minority employees: 3
9. Does your organization include in its employment advertising a phrase similar to: "We are an Equal Employment Opportunity Employer \_\_\_\_\_"; or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future Yes  No \_\_\_\_\_
10. Does your organization or you parent organization have an Affirmative Action Plan?  
Yes  No \_\_\_\_\_ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal Opportunity Position?  
Yes \_\_\_\_\_ No  If Yes, please supply the name, title, phone number and address for future correspondence.  
\_\_\_\_\_

The City of Berkeley wishes to thank you for your cooperation in filling out this form (2016)

**Exhibit 2 - Proposal Cost Summary Form**

The undersigned, being familiar with the requirements of the City of Berkeley, Request for Proposal, proposes to furnish products to the City of Berkeley in accordance with that request.

The summary below reflects projected City of Berkeley costs for product acquisition. Supporting detail must be attached describing, projected expenses including any discounts and anything else that will lead to a clear understanding of the proposal. Maintenance costs are to be listed separately.

Qty.	Item Description	Unit Price	Total Price
2	Cardiac Monitor including all features and equipment as specified in the bid specifications to reflect any trade in value for 2 Zoll M-Series Monitors	\$28,150.00	\$56,300.00
		\$	
		\$	
		\$	
		\$	
		\$	
	<b>TOTAL</b>	<b>\$ 28,150.00</b>	<b>\$56,300.00</b>

In submitting this proposal, I understand that the City of Berkeley reserves the right to reject any and all proposals.

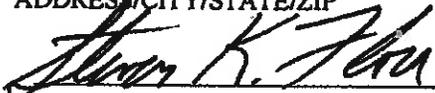
The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

ZOLL Medical Corporation

FIRM NAME

269 Mill Road, Chelmsford, MA 01824

ADDRESS/CITY/STATE/ZIP



Signature of Principal

Sr. V.P. of North American Sales

Title

800-348-9011

October 24, 2016

Phone Number

Date



**ZOLL Medical Corporation**

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

**TO: City of Berkeley Fire Department**

8425 Airport Road  
 Berkeley, MO 63134

Attn: James Linhardt, Fire Chief

email: [jlinhardt@ci.berkeley.mo.us](mailto:jlinhardt@ci.berkeley.mo.us)

Tel: 314-524-3313

**RFP 2016-856 Cardiac Monitors**  
**Due October 31, 2016 at 10:00am**

**QUOTATION 228487 V:1**

DATE: October 20, 2016

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	801-2221011-01	<p><b>X Series Manual Monitor/Defibrillator \$14,995</b>            with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• Six (6) foot 3- Lead ECG cable</li> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• One (1)-year EMS warranty</p> <p><b>Advanced Options:</b>            Real CPR Help Expansion Pack \$ 995            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)            • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology. \$2,550</b></p>	2	\$37,275.00	\$30,565.50	\$61,131.00 *

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

Page 1 Subtotal **\$61,131.00**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2016
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Jason Fenton  
 Sr. EMS Account Executive  
 314-757-1974



**ZOLL Medical Corporation**

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

**TO: City of Berkeley Fire Department**

8425 Airport Road  
 Berkeley, MO 63134

Attn: **James Linhardt, Fire Chief**

email: [jlinhardt@ci.berkeley.mo.us](mailto:jlinhardt@ci.berkeley.mo.us)  
 Tel: 314-524-3313

**RFP 2016-856 Cardiac Monitors  
 Due October 31, 2016 at 10:00am**

**QUOTATION 228487 V:1**

DATE: October 20, 2016

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry  SP02 <span style="float:right">\$1,795</span> • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn includes: <span style="float:right">\$3,495</span> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff  End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: <span style="float:right">\$4,995</span> Order required Microstream tubing sets separately  Interpretative 12- Lead ECG: <span style="float:right">\$8,450</span> • 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)	2	\$295.00	\$241.90	\$483.80 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	2	\$295.00	\$692.90	\$1,385.80 *
4	8000-0580-01	Six hour rechargeable Smart battery	4	\$495.00	\$405.90	\$1,623.60 *
5	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	2	\$945.00	\$708.75	\$1,417.50 *

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

**Page 2 Subtotal \$66,041.70**

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2016
- APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
- ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Jason Fenton  
 Sr. EMS Account Executive  
 314-757-1974



**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#: D4-2711626

**TO: City of Berkeley Fire Department**

8425 Airport Road  
 Berkeley, MO 63134

Attn: **James Linhardt, Fire Chief**

email: [jlinhardt@ci.berkeley.mo.us](mailto:jlinhardt@ci.berkeley.mo.us)  
 Tel: 314-524-3313

**RFP 2016-856 Cardiac Monitors  
 Due October 31, 2016 at 10:00am**

**QUOTATION 228487 V:1**

DATE: October 20, 2016

TERMS: SPECIAL

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	2	\$157.50	\$129.15	\$258.30 *
7	8300-0002-02	Dual Lumen Hose, 5 Ft.	2	\$125.00	No Charge	No Charge *
8	4001-9933	ZOLL M-Series Biphasic w/Pacing, 12 lead + 2 parameters (Includes CCT) Trade-In	2		(\$5,000.00)	(\$10,000.00) **

Payment Terms: 50% due NET 30, 50% due July 15, 2017. Applicable tax and shipping & handling will be applied at time of invoicing.

\*\*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.

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 \$56,300.00**

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2016
- APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
- ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Jason Fenton  
 Sr. EMS Account Executive  
 314-757-1974

## 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 property 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 FOR A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

October 24, 2016

**CUSTOMER REFERENCES:**

Mid-County Fire Protection District

1875 Pennsylvania Avenue

Saint Louis, MO 63133

Randy Sanders

636-388-1748

[rsanders@midcountypfd.org](mailto:rsanders@midcountypfd.org)

1 X Series March 2016

West County EMS & Fire Protection District

223 Henry Avenue

Manchester, MO 63011

Jeff Sadtler, Assistant Chief

636-256-2001

[jsadtler@wescofire.org](mailto:jsadtler@wescofire.org)

6 X Series October 2015

2 X Series March 2016

Clayton Fire Department

10 Bemiston Avenue

Clayton, MO 63105

Brian Zinanni

314-973-0685

[bzinanni@ci.clayton.mo.us](mailto:bzinanni@ci.clayton.mo.us)

4 X Series September 2016



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

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

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

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

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

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

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

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

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

## **TECHNICAL SUPPORT AND SERVICE**

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

### **Hours of Coverage**

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

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

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

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

### **Emergency Service**

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 1<sup>st</sup> of each year.

### **Overtime Hours and Rates**

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

### **On-site Service**

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

### **Guaranteed Parts Availability**

ZOLL guarantees parts for seven (7) years from 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.

**X Series®**

**ZOLL**



**Xtremely**  
Small, Light, and Powerful

## ALMOST TWO TIMES LIGHTER THAN OTHER POPULAR MONITORS

The X Series® extends the ZOLL legacy of smaller, lighter monitor/defibrillators. Pick it up. Feel the difference. At 11.7 pounds (6 kilograms), chances are it's twice as light as what you're carrying today.

## MOST COMPACT, BEST EQUIPPED

Starting with a high-contrast, color display that simultaneously shows up to four waveforms, the X Series delivers the capabilities you expect from a full-featured monitor—for neonates through adults. And it can be equipped with a complete selection of best-in-class parameters, including Masimo® rainbow® SET pulse CO-Oximetry, Microstream® etCO<sub>2</sub>, and Welch Allyn NIBP, as well as three invasive pressures and two temperature channels.

## A MILITARY HERITAGE OF DURABILITY

Driven by requirements from air transport and field military operations, the X Series raises the bar for durability. It complies with standards requiring normal operation following multiple drops from a height of 6.5 feet (2 meters). An industry-best ingress protection rating of IP55 means no other monitor is protected from dust particles and water like the X Series.



Because Medics Carry More  
These Days



Compact and lightweight without compromise in performance or durability

## MAKING THE DIFFERENCE FOR PATIENTS

When several Arizona fire departments deployed Real CPR Help® in combination with scenario-based training, the likelihood of patient survival nearly tripled.<sup>1</sup> In a study involving 373 medics and 484 patients, the odds of surviving cardiac arrest were 2.7 times better when Real CPR Help was used.

## A TOOL FOR SHORTENING PAUSES

Pre-shock pauses as brief as 10 seconds adversely impact survival.<sup>2</sup>

The X Series is equipped with industry-exclusive See-Thru CPR® filtering technology. It reduces the length of interruptions by removing compression artifact so that medics can look for organized electrical activity during compressions.



Unfiltered ECG signal during CPR



Signal filtered by See-Thru CPR

## BECAUSE CPR IS A TEAM ACTIVITY

Not everyone who works a code is an experienced responder. The CPR Dashboard™ is a real-time window that gives team leaders an at-a-glance look at the quality of first-responder CPR.

## EVEN THE BEST RESCUER FATIGUES

Real CPR Help prompts by exception. This means when medics are fresh and delivering good compressions, it is silent. With repetitive two-minute cycles, even the most fit medic tires. When compressions fall out of range, it gently guides rescuers back to high-quality, Guidelines-compliant compressions.



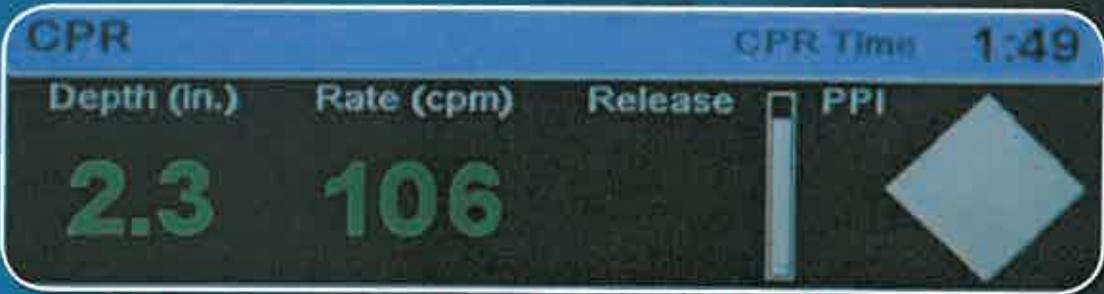
**“Poor-quality CPR should be considered a preventable harm.”**

—AHA Consensus Statement on CPR Quality<sup>3</sup>

<sup>1</sup> Bobrov BJ, et al. *Annals of Emergency Medicine*. 2013;62:47-56.

<sup>2</sup> Cheskes, et al. *Circulation*. 2011;124:58-66.

<sup>3</sup> Meaney PA, et al. *Circulation* 2013;128:417-35.



CPR Dashboard is a real-time window on the key metrics of high-quality compressions.

## 12 LEADS ON SCREEN IMPROVE TRACE QUALITY

The STEMI View lets medics see trace quality simultaneously in all leads. Confidently record a 12-lead ECG with the expectation it will be clean the first time and ready for transmission without delay.



STEMI View

## A WINDOW TO SERIAL ECG CHANGES

Unstable patients call for extraordinary vigilance. Substantial ST changes can occur between the initial transmission and arrival at the hospital.<sup>4</sup> The Split-Screen View keeps medics on top of the situation by displaying the real waveform next to one that was previously acquired.



Split-Screen View

## QUICKER, MORE CONFIDENT DECISIONS

At 94% sensitivity for detection of early STEMI, the X Series 12-lead algorithm is unmatched by other popular monitors. Make that alert call knowing it is based on the best algorithm.

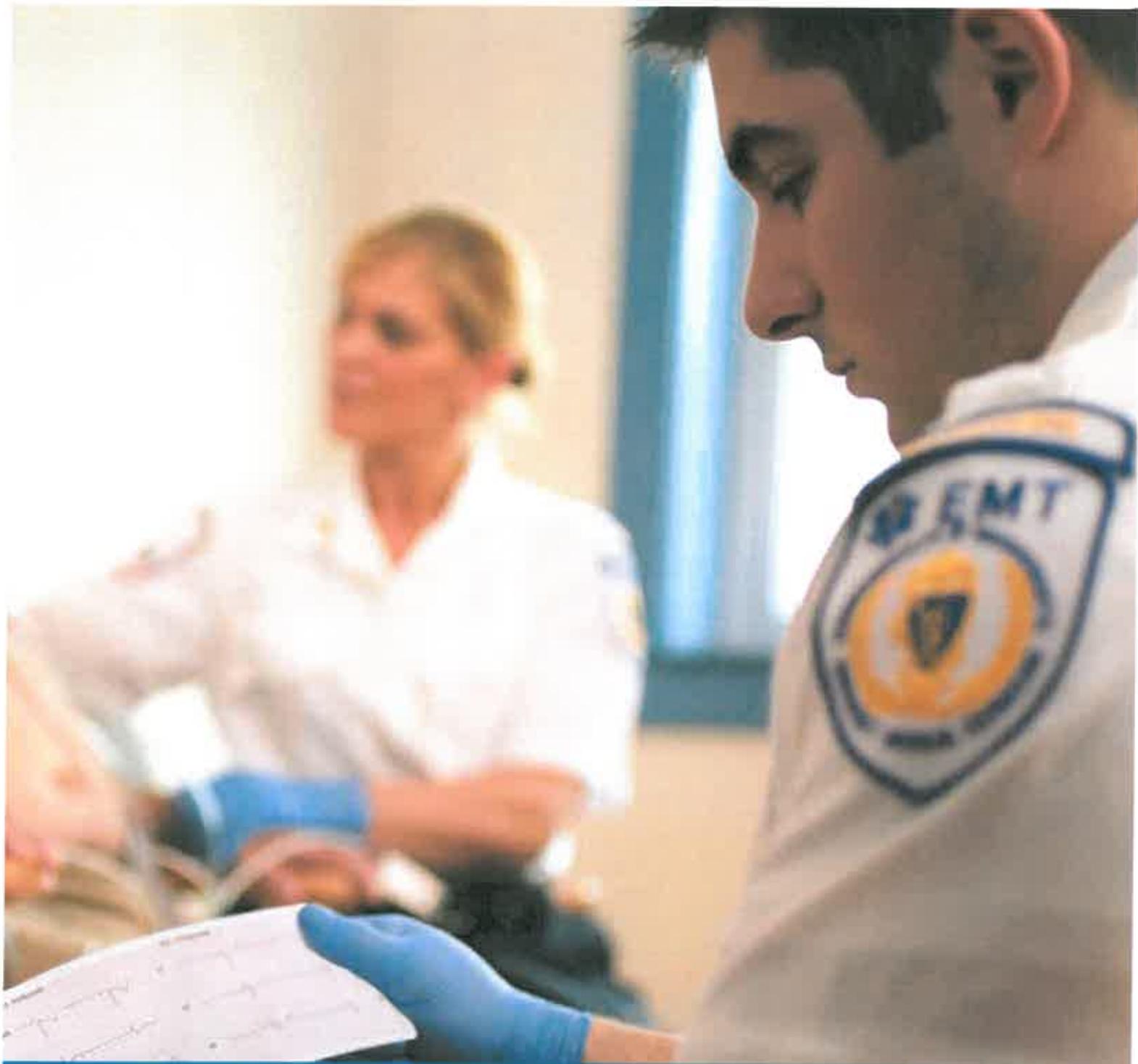
## OPEN ARCHITECTURE MAXIMIZES STEMI OPTIONS

The X Series puts medics in the best position to decide where to take a patient. Its open architecture means the X Series can transmit a 12-lead ECG into all of the leading STEMI and cardiology management systems.



# Reduce Time to Balloon with Advanced 12-Lead Capabilities

<sup>4</sup> Davis M, et al. *Prehosp Emerg Care* 2014;18:9-14.



Confident decisions from the field



12-leads—anywhere, anytime



Fast, efficient delivery to the cath lab

## DESIGNED WITH CHARTING IN MIND

The X Series is designed with electronic charting in mind. It redefines what a monitor should send to the patient record. The built-in memory ensures a complete patient record is transmitted by capturing 24 hours of event (ECG and vital signs) or trend data, and up to 1,000 time-stamped events.

## TRANSMIT AT THE SPEED OF WIFI

The X Series simplifies transmission. Its standard communication package makes wires, cables, and “dongles” a thing of the past. It is the first monitor to integrate WiFi, Bluetooth, and USB capabilities as part of the standard communication package.



## AN OPEN, UNIVERSAL ePCR SOLUTION

The X Series speeds medic charting by seamlessly uploading the event record. It automatically populates patient data fields in many of the leading ePCR systems. ZOLL's open interface software development kit (SDK) is available to all ePCR vendors.



Simplify Charting with  
**Advanced Communication**





The X Series redefines how a monitor should work with your charting system.

# Big Screen Small Device

## X Series

View up to four waveforms of your choice. Switch from a brilliant color display to either high-contrast black-and-white or night-vision mode to ensure visibility under extreme conditions.

Visual Alarm Indicator

Oridion  
Microstream®  
Capnography

Masimo® rainbow® SET  
Pulse CO-Oximetry





# Impacting Outcomes Link by Link



## EARLY INTERVENTION

Immediate defibrillation is the single most important factor in saving an SCA victim's life. ZOLL's LifeVest® Wearable Defibrillator is the ultimate early intervention for high-risk patients.



## EARLY ACCESS

A timely 911 response is critical to survival. ZOLL's RescueNet® suite of call management products helps ensure the right resources get to the right place ASAP.



## EARLY CPR

More than half of arrests involve non-shockable rhythms. Delivering consistent, high-quality CPR, whether manually using Real CPR Help or mechanically with the AutoPulse®, is the basis of treatment for these patients.



## EARLY DEFIBRILLATION

Patients benefit when AEDs are deployed. While the AED Plus® brings simplicity to the public responder, the AED Pro® delivers the durability expected for the first responding BLS provider.



## EARLY ACLS

Whether it is ZOLL's biphasic waveform, which is superior in high-impedance patients, an external pacing waveform that captures twice as often at half the current, or best-in-class patient monitoring, ZOLL ensures providers are equipped to deliver the best care possible.



## POST-RESUSCITATION CARE

It is increasingly evident that post-resuscitation care is a vital link in the Chain of Survival. Goal-directed therapy, including fever control, fluid management, and glucose control, promise to improve outcomes. ZOLL has technologies for temperature management and delivery of fluid and blood products.

## ADVANCING RESUSCITATION. TODAY.®

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# ZOLL®

X SERIES®

ZOLL.

## Forward-Thinking Communication for the New Frontier of EMS

The days of the “work alone” monitor/defibrillator are rapidly a thing of the past. An EMS monitor must connect. And that interface is expected to be seamless.

Today, time-sensitive STEMI programs and ePCR systems drive communication needs. Mobile integrated health care, community paramedicine, and health information exchanges are on the horizon. Real-time streaming data and video are inevitable. The monitor you buy today *must* anticipate these needs.

Communications are not an afterthought for the X Series®. It is designed to embrace these needs. The X Series comes standard with a communication package rivaled only by those of the latest smart phones. It stands ready for these new challenges.

### THE FULL COMPLEMENT OF INTEGRATED TECHNOLOGY

The X Series is the first monitor to integrate a complete array of communications technology. The approach not only delivers an added layer of protection for the demands of the pre-hospital environment, it eliminates the need for cables and dongles.

Every X Series comes with the following communications capabilities:

- WiFi
- Bluetooth
- USB 2.0
- Ethernet

### WIFI – YOUR GATEWAY TO THE FUTURE

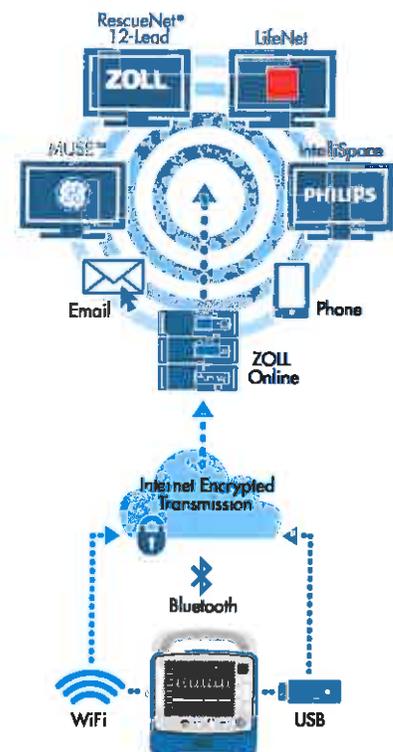
The X Series anticipates this future with its integrated WiFi transmitter. Compatible with the 802.11 a, b, g, and n standards, it delivers the speed required, and security expected, for sending large amounts of sensitive patient-care information.

### OPEN ARCHITECTURE PUTS PATIENTS FIRST

The focus on “time to treatment” is all about process improvement. Sending a patient’s 12-lead is its foundation in many places. The open architecture philosophy embodied by the X Series design gives services, and ultimately patients, a path to improvements that can’t be matched by other monitors.

X Series 12-leads can be sent to all leading STEMI and cardiology management systems. A medic’s transport decision can now be driven by the shortest time instead of compatibility with a hospital’s system.

### Open Architecture Maximizes STEMI Options



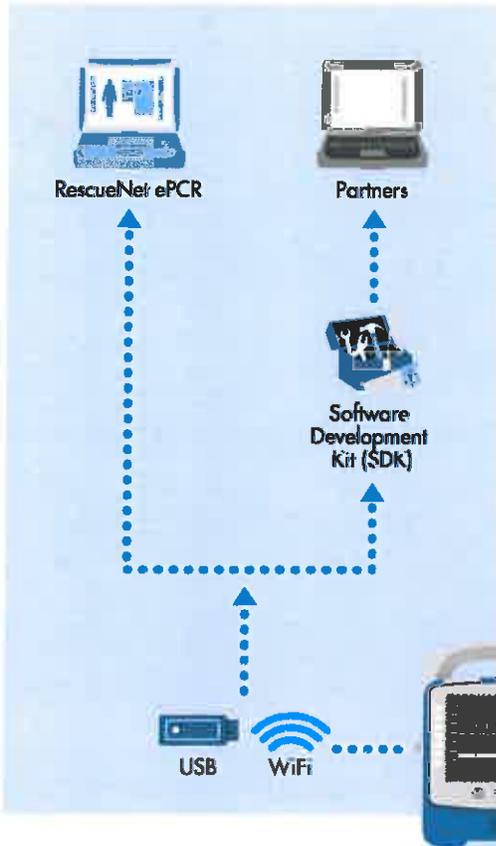
# Designed for eCharting

The use of ePCR systems has dramatically increased the size of the files transmitted. And consider what's around the corner. The demands for real-time streaming waveforms and video will magnify the bandwidth requirements by more than ten-fold.

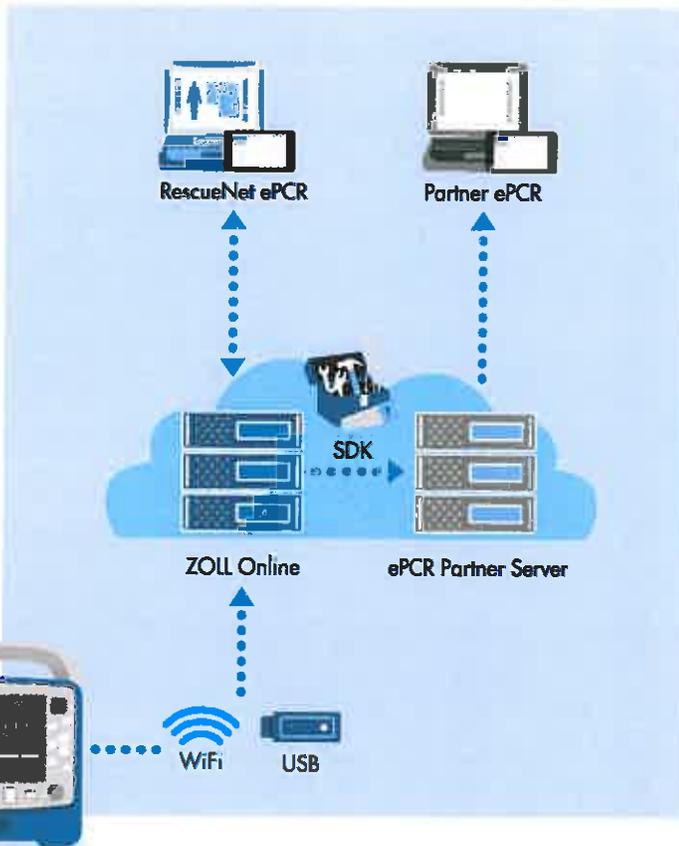
**FAST,  
SEAMLESS  
DATA UPLOAD  
SIMPLIFIES  
CHARTING**

The X Series redefines what a monitor should collect and send to the patient record. Its built-in memory ensures the complete patient record is transmitted by capturing 24 hours of event or trend data, and up to 1,000 time-stamped events. The X Series simplifies medic charting by seamlessly uploading the event record with the speed of a WiFi connection. It will automatically populate patient data fields for many of the leading ePCR systems.

## Direct Transmission



## Cloud-to-Cloud Transmission



ZOLL's open architecture makes it possible to send event files to all ePCR systems. In line with ZOLL's commitment to open architecture, a Software Development Kit (SDK) is available to any ePCR vendor desiring to complete the interface.